



**Leading to Meet the Growing Public Safety Needs of our Regional Communities
Leadership - Integrity - Trust - Respect - Excellence**

Board of Commissioners
Work Session Meeting Agenda
January 11, 2022

Attendance

7:00 PM
Zoom Virtual Meeting ID 861 5293 4763

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. APPROVAL OF AGENDA**
- 4. PUBLIC COMMENT**
- 5. FIRE CHIEF REPORT**
- 6. UNION REPORT**
- 7. UNFINISHED BUSINESS**
 - a. Benefit Charge Appeals Discussion - Deputy Chief Bob Eastman
 - b. Excess Liability Insurance Update - Assistant Chief Jason Isotalo/Procurement and Contracts Manager Shane Jensen/Gordon MacIvennie, Nicholson Insurance
 - c. City of Mill Creek Update - Attorney Rich Davis/Deputy Chief Bob Eastman/Fire Chief Thad Hovis
 - d. Commissioner Appointment Update - Executive Assistant Melissa Blankenship
- 8. NEW BUSINESS**
 - a. Priorities Exercise Discussion - Chair Greg Urban
 - b. Additional Meeting Dates for Discussion - Chair Greg Urban
 - c. WFCA Legislative Day Update - Executive Assistant Melissa Blankenship
- 9. COMMISSIONER COMMENTS**

10. EXECUTIVE SESSION

- a. Potential Litigation Pursuant to RCW 42.30.110(1)(i)

11. ADJOURNMENT

- a. South County Fire Board Meeting Calendar

South County Fire strives to provide accessible opportunities for all members of the public. Please notify the Human Resources Department, 425-551-1258 or shollenbeck@southsnofire.org at least five business days prior to any South County Fire meeting if any accommodations are needed.

Board Meeting Agenda Bill

Agenda Item 7.a.

Meeting Date: 1/11/2022

Department: Finance

Subject

Benefit Charge Appeals Discussion - Deputy Chief Bob Eastman

Prior Board Action:	The public hearing on the benefit charge and adoption of resolution 1192021-11
Recommended Action:	Discussion on the establishment of the review board and the deadline for appeals for the benefit charge
Related Items:	Draft resolution establishing a review board for benefit charge appeals for the calendar year 2022, policies and procedures regarding benefit charge notices and appeal, and Resolution 1192021-11
Staff Contact:	Deputy Chief Bob Eastman
Approval Signature:	Fire Chief Thad Hovis
Legal Review:	No Legal Review Required

Summary

A requirement of the benefit charge is for the Board to establish a review board to include a deadline for appeals to be received by South County Fire.

Discussion

3.3 Establishment of Review Board. Each year, the Governing Board shall adopt a resolution as follows:

- Establishes a Review Board to review appeals regarding the Benefit Charge.
- Establishes the time period for the Review Board to be in existence, but in no event less than fourteen (14) days.
- Appoints three individuals to serve on the Review Board. The members of the Review Board will ordinarily consist of the Fire Chief or Assistant Fire Chief and two other administrative staff members who are knowledgeable about the Benefit Charge.
- Establishes the deadline for appeals to be received by South County Fire in order to be considered by the Review Board.
- The Review Board will, if practicable, allow Appellants to make an oral presentation to the Review Board either in person, by phone or videoconference, upon request by Appellant. The Review Board Oral may, in its discretion, establish reasonable time limits for oral presentations.

Fiscal Impact

N/A

Recommendation

No recommended action.

ATTACHMENTS:**Description**

Resolution Establishing Benefit Charge

Benefit Charge Review Board Policy

Resolution Establishing Review Board for 2022

Type

Resolution Letter

Backup Material

Resolution Letter

Resolution 11092021-11

**A RESOLUTION OF THE BOARD OF FIRE COMMISSIONERS OF
SOUTH SNOHOMISH FIRE & RESCUE REGIONAL FIRE AUTHORITY IMPOSING A
BENEFIT CHARGE ON PERSONAL PROPERTY AND IMPROVEMENTS TO REAL
PROPERTY WITHIN THE RFA FOR CALENDAR YEAR 2022**

WHEREAS, pursuant to RCW 52.26, the Board of South Snohomish Fire & Rescue Regional Fire Authority ("South County Fire") is authorized to fix and impose a benefit charge on personal property and improvements to real property, which are located within the RFA on the date specified, and which have or will receive benefits provided by the RFA, to be paid by the owners of the property;

WHEREAS, on November 3, 2020, the voters of the RFA authorized the imposition of a benefit charge for a period of six (6) years commencing in 2021;

WHEREAS, pursuant to RCW 52.26.230, the Board is required to hold a public hearing to review and establish the RFA's benefit charge for the subsequent year;

WHEREAS, the Board duly noticed and held a public hearing on November 09, 2021;

WHEREAS, the Board determined that the methodology utilized and set forth in the report of the public hearing reasonably takes into consideration the facts and circumstances of each property for which a benefit charge is imposed, and further that each individual benefit charge is reasonably proportioned to the measurable benefits to the property resulting from the services afforded by the RFA; and

WHEREAS, at the conclusion of the public hearing on November 09, 2021, and after deliberations held thereafter, it was moved and passed that the benefit charge for calendar year 2022 be set at an amount not to exceed \$ 5.9 Million.

NOW, THEREFORE, BE IT RESOLVED by the Board of Fire Commissioners of South County Fire, as follows:

1. **Amount.** The benefit charge to be collected in 2022 is hereby established at \$ 5,821,580.
2. **Specification and Benefit Charge.** The apportioned benefit charges to be applied to specific commercial, residential, and personal property within the RFA shall be in accordance with the Schedule for Benefit Charges – South County Fire as established by South County Fire, to be furnished and attached to this resolution as soon as the information is available to South County Fire.
3. **County Treasurer.** This Resolution shall be filed with the Snohomish County Treasurer, together with the record of this public hearing before November 30, 2021.
4. **Notice of the Benefit Charge.** Pursuant to RCW 52.26.230, property owners within South County Fire will be notified in writing of the benefit charge and the amounts thereof, subsequent to the public hearing held on November 09, 2021. Thereafter, South County Fire shall convene a benefit charge review board for two weeks as required by RCW

gull
collation

52.26.250 to hear and decide written complaints from aggrieved property owners who, in their opinion, have been charged improperly.

PASSED AND ADOPTED by the Commission of South County Fire in open session on the 9th day of November 2021, and duly authenticated by the signatures of the Commissioners voting in favor thereof.

By: 
By: Greg Urban (Nov 24, 2021 07:08 CST)
Greg Urban, Chair

By: Mark Laurence (Nov 23, 2021 18:16 PST)
Mark Laurence, Commissioner

By: Chris Teofilak (Nov 23, 2021 17:58 PST)
Chris Teofilak, Vice Chair

By: DAVID F. CHAN (Nov 23, 2021 16:26 PST)
David F. Chan, Commissioner

By: Bob Meador (Nov 23, 2021 16:31 PST)
Bob Meador, Commissioner

By: James Kenny (Nov 23, 2021 15:52 PST)
Jim Kenny, Commissioner

By: Drew Burnett (Nov 23, 2021 16:52 PST)
Drew Burnett, Commissioner

ATTEST:

Melissa Blankenship
Melissa Blankenship, Executive Assistant
to the Governing Board



POLICIES AND PROCEDURES REGARDING BENEFIT CHARGE NOTICES AND APPEALS

Adopted:

SECTION 1.0 PURPOSE

South County Fire is committed to being as accurate as possible when processing apportioned Benefit Charges. This Policy provides for notice to property owners and an appeal procedure for aggrieved party(ies) owning property in South County Fire who, in their opinion, have been charged too large a sum [herein referred to as "Appellants"].

SECTION 2.0 REFERENCES

RCW 52.26.180-270

SECTION 3.0 POLICY AND PROCEDURES

3.1 Notice to Owners. South County Fire will notify property owners of the amount of their apportioned Benefit Charge. Such information will be included on the tax statement issued by the Snohomish County Assessor. Information will also be posted on the South County Fire website providing general background information regarding the Benefit Charge, available discounts, and the appeal process.

3.2 Appeals. Appellants may file an appeal for a reduction of the Benefit Charge. The duration of the Review Board and the deadline for filing an appeal will be posted annually on the South County Fire website. A sample Appeal Form is attached and shall be posted to South County Fire's website; however, South County Fire will accept written appeals regardless of form.

3.3 Establishment of Review Board. Each year, the Governing Board shall adopt a resolution as follows:

- a. Establishes a Review Board to review appeals regarding the Benefit Charge.
- b. Establishes the time period for the Review Board to be in existence, but in no event less than fourteen (14) days.
- c. Appoints three individuals to serve on the Review Board. The members of the Review Board will ordinarily consist of the Fire Chief or Assistant Fire Chief and two other administrative staff members who are knowledgeable about the Benefit Charge.
- d. Establishes the deadline for appeals to be received by South County Fire in order to be considered by the Review Board.
- e. The Review Board will, if practicable, allow Appellants to make an oral presentation to the Review Board either in person, by phone or videoconference, upon request by Appellant. The Review Board Oral may, in its discretion, establish reasonable

time limits for oral presentations.

3.4 Review Board Process. Upon receipt of one or more appeals, the Review Board shall convene to review the appeals, to hear oral presentations from Appellants who have timely filed appeals (if practicable) and to determine if the Benefit Charge of each appellant should be adjusted. Upon reaching a decision on each appeal, the Review Board shall prepare a written recommendation to the Governing Board. If the recommendation is to reduce the Benefit Charge, the Review Board will set forth the statutory grounds for the recommended adjustment and the sum or amount that is the true, fair, and just. The Review Board shall submit its recommendations on timely submitted appeals to the Governing Board for final ratification. The Governing Board may ratify, reject or amend the Review Board's recommendations on each appeal. If the Benefit Charge for an appellant is adjusted, staff will notify the Snohomish County Treasurer and the affected property owner.

SECTION 4.0 REVISIONS

Revisions to this policy may be approved by the Board of Commissioners.



Benefit Charge Appeal Form

Due Date: March __, 20__

I, _____, own property within the jurisdiction of the South County Fire & Rescue Regional Fire Authority and believe my property has been charged too large a Benefit Charge, and seek a reduction of the Benefit Charge assessment for the property identified below to: \$_____ based on the following:

Parcel Number: _____

Property Address: _____

Phone Number: _____

Mailing Address: _____

Description of Property and Usage: _____

Total Square Footage: _____ Sprinkler System: ☐ Yes ☐ No

I qualify for the following exemption(s) (choose all that apply, if any):

☐ I meet the income limitations contained RCW 52.26.270. I am, therefore, exempt from ☐ 25% ☐ 50% ☐ 75% (choose one) of the Benefit Charge.

☐ My property meets one of the exemptions in RCW 52.26.180(2) or RCW 52.26.190. The specific exemption I am claiming is for _____

Reason(s) for Reduction*: _____

I request the opportunity to make an oral presentation¹ (check one): ☐ yes ☐ no

*Attach relevant documents, including permits, maps, pictures, or other data to substantiate the reduction.

I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THE INFORMATION ENTERED ON THIS COMPLAINT IS TRUE AND ACCURATE.

Owner Signature: _____ **Date:** _____

¹ Oral presentations are discretionary with the Review Board.

Resolution 01182021-01

**A RESOLUTION OF THE BOARD OF FIRE COMMISSIONERS OF
SOUTH SNOHOMISH FIRE & RESCUE REGIONAL FIRE AUTHORITY ESTABLISHING A
REVIEW BOARD FOR BENEFIT CHARGE APPEALS FOR CALENDAR YEAR 2022**

WHEREAS, on November 3, 2020, the voters of South Snohomish County Fire & Rescue Regional Fire Authority ("South County Fire") authorized the imposition of a benefit charge for a period of six (6) years commencing in 2021;

WHEREAS, the Board adopted Policies and Procedures Regarding Benefit Charge Notices and Appeals ("Benefit Charge Policy") which provides for the Governing Board to adopt a resolution each year to establish the Review Board.

NOW, THEREFORE, BE IT RESOLVED by the Board of Fire Commissioners of South County Fire as follows:

1. Establishment of Review Board. The Governing Board hereby establishes a Review Board for calendar year 2022 as follows:

a. The Review Board shall be in existence for the following period of time:
_____, which is more than the minimum two-week period
required by RCW 52.26.250

b. The following individuals are appointed to serve on the Review Board:

c. In order for appeals to be considered by the Review Board, they must be received by South County Fire no later than 5:00 p.m. on _____, 2022.

PASSED AND ADOPTED BY THE COMMISSION OF SOUTH COUNTY FIRE in open session on the _____ day of January, 2022, and duly authenticated by the signatures of the Commissioners voting in favor thereof.

Greg Urban, Chair

Jim Kenny, Commissioner

Chris Teofilak, Vice Chair

David F. Chan, Commissioner

Mark Laurence, Commissioner

Derek Daniels, Commissioner

ATTEST:

Melissa Blankenship, Executive Assistant
to the Governing Board

Board Meeting Agenda Bill Agenda Item 7.b.

Meeting Date: 1/11/2022

Department: Finance

Subject

Excess Liability Insurance Update - Assistant Chief Jason Isotalo/Procurement and Contracts Manager Shane Jensen/Gordon MacIvennie, Nicholson Insurance

Prior Board Action:	Board of Commission approval in years 2018-2021
Recommended Action:	No action at this time. Staff supports action at the January 18, 2022 regular meeting.
Related Items:	Related Items: Excess liability insurance coverage proposal to RFA from Nicholson Insurance for 2022
Staff Contact:	Procurement and Contracts Manager Shane Jensen/ Assistant Chief Jason Isotalo
Approval Signature:	Fire Chief Thad Hovis
Legal Review:	Legal Review Completed

Summary

Since 2018 the RFA has purchased excess liability insurance coverage providing additional protections exceeding those provided by the RFA's general liability insurance coverage from VFIS.

In 2021 the RFA's excess liability insurance coverage proposal required increased premium cost with additional coverage exclusions from the insurer. The Board considered this topic at two Board of Commissioner meetings. The Board of Commissioners ultimately elected to authorize purchase of excess liability insurance coverage for 2021 at the increased premium cost with additional coverage exclusions.

Discussion

The RFA has been sent a year 2022 excess liability insurance coverage renewal proposal from our vendor Nicholson Insurance. Mr. Gordon MacIvennie will be attending the work session to review the year 2022 excess liability insurance coverage renewal proposal, answer any questions regarding the proposal, and discussed the current the liability insurance marketplace for fire departments across Washington State.

Fiscal Impact

See attached proposal from Nicholson Insurance.

Recommendation

Staff recommends the Board authorize excess liability insurance coverage as attached at the Board's regular

meeting on January 18, 2022.

ATTACHMENTS:

Description

Excess Third Party Liability Coverage Nicholson Insurance

Type

Backup Material

Renewal Quote

Proposed Policy Period: Policy Effective Date: February 1, 2022
Policy Expiration Date: February 1, 2023
(12:01 A.M. Standard time at the address of the Insured shown above)

Account Name: South Snohomish County Fire & Rescue Regional Fire Authority

Account Address: 12425 Meridian Avenue S
Everett, WA 98208

Coverage: EXCESS THIRD PARTY LIABILITY POLICY
Policy Form Number: 00 EXT0020 00 09 11

Coverage Trigger: Occurrence

Carrier: Arch Insurance Company – A.M. Best Rating: A+
Admitted Carrier

Limits of Liability:

Each Occurrence Limit:	\$5,000,000
General Liability Aggregate:	\$5,000,000
Other Aggregate Where Applicable:	\$5,000,000

Policy Defense Costs: In Addition to limits

Coverage for Certified Acts of Terrorism: This quote includes an offer of coverage for losses resulting from a TRIA certified act of terrorism. Coverage will be included in your policy at the premium specified herein unless you reject this offer by signing attached rejection statement and returning it to us.

Policy Premium: \$78,000.00

TRIA Premium: \$2,340.00

Total Premium Including TRIA: \$80,340.00

Payment Terms: The Total Premium is payable in full within 30 days of policy inception.

Excess of: Scheduled Underlying Insurance

Schedule of Underlying Insurance:

Lead Umbrella/Excess

Controlling Underlying
National Union Fire Insurance Company of Pittsburgh, Pa.
\$10,000,000 Each Occurrence
\$20,000,000 Annual Aggregate
Defense: In Addition to the Limits
Excess of Primary limits as indicated in the VFIS quote
dated: 11 - 22 - 2021

Underlying carriers must have a minimum A.M. Best's rating of "A- IX" or better.

In addition to all terms, conditions and exclusions that apply to our policy form referenced above; the policy is further amended by the following forms and endorsements:

Forms / Endorsements:

05 EXT0074 00 08 04	EXCESS THIRD PARTY LIABILITY POLICY DECLARATIONS (AIC)
05 EXT0022 00 08 04	EXCESS THIRD PARTY LIABILITY POLICY SCHEDULE A SCHEDULE OF UNDERLYING INSURANCE (EXCESS)
05 EXT0021 00 08 04	EXCESS THIRD PARTY LIABILITY POLICY SCHEDULE OF ENDORSEMENTS (AIC)
05 ML0002 00 12 14	SIGNATURE PAGE (ARCH INSURANCE)
00 ML0065 00 06 07	U.S. TREASURY DEPARTMENT S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)
05 ML0014 00 03 03	CLAIMS HANDLING PROCEDURES (Arch Ins. Co.)
00 ML0243 00 07 13	EXCESS/UMBRELLA POLICY UNDERLYING INSURANCE NOTICE
00 EXT0014 00 09 11	LEAD HAZARD EXCLUSION
00 EXT0128 00 09 11	SILICA EXCLUSION
00 EXT0151 00 09 11	FUNGI AND BACTERIA HAZARD EXCLUSION
00 EXT0266 00 05 14	EXCLUSION ACCESS OR DISCLOSURE OF CONFIDENTIAL INFORMATION AND DATA-RELATED LIABILITY
00 EXT0027 00 09 11	ANTI-STACKING ENDORSEMENT
00 MLT0038 00 01 20	ADDENDUM TO TERRORISM COVERAGE DISCLOSURE NOTICE
00 MLC0012 00 01 20	NOTICE TO POLICYHOLDERS POTENTIAL RESTRICTIONS OF TERRORISM COVERAGE CONDITIONAL TOTAL TERRORISM EXCLUSION ENDORSEMENT (RELATING TO DISPOSITION OF FEDERAL TERRORISM RISK INSURANCE ACT)
00 EXT0200 48 01 20	WASHINGTON CONDITIONAL TOTAL TERRORISM EXCLUSION ENDORSEMENT (RELATING TO DISPOSITION OF FEDERAL TERRORISM RISK INSURANCE ACT)
00 EXT0166 48 11 11	WASHINGTON AMENDATORY ENDORSEMENT
00 EXT0076 00 07 04	POLLUTION FOLLOW FORM ENDORSEMENT
00 EXT0092 48 11 11	COMMUNICABLE DISEASE EXCLUSION WASHINGTON
00 EXT0111 00 07 04	INCIDENTAL MEDICAL MALPRACTICE EXCLUSION
00 EXT0119 00 09 11	CRISIS MANAGEMENT LOSS AND EXPENSE INSURANCE EXCLUSION
00 EXT0064 00 07 04	CANCELLATION - AMENDMENT OF NOTICE (90 DAYS)

00 EXT0160 00 07 04

EXCLUSION OF DESIGNATED UNDERLYING INSURANCE COVERAGE
Management Liability policy #: VFNU-TR-0002294-01 form #:VML101 (01-20)
and associated endorsements.

00 EXT0147 00 07 04

CROSS SUITS EXCLUSION (NAMED INSURED)

Terrorism Notice:

00 MLT0031 00 12 19

TERRORISM COVERAGE DISCLOSURE NOTICE

Subject to:

Required prior to binding:

- Concurrent policy term with the CGL policy (If applicable).
- In the event the Insured rejects coverage under US TRIA, they must sign and return the enclosed "TRIA Coverage Disclosure Notice" to us.
- All UL binders are required for us to release our Binder.

The 'subject to's listed below must be resolved within 45 days from the effective date of the policy, unless there is a different timeframe listed next to the specific 'subject to'. Failure to resolve the 'subject to's can result in cancellation of the policy.

- Complete copy of the primary General Liability policy within 60 days of binding.
- Complete copy of the controlling underlying policy and all other underlying excess policies within 60 days of binding

TERRORISM COVERAGE DISCLOSURE NOTICE

TERRORISM COVERAGE PROVIDED UNDER THIS POLICY

The Terrorism Risk Insurance Act of 2002 as amended and extended by the subsequent Terrorism Risk Insurance Program Reauthorization Acts (collectively referred to as the "Act") established a program within the Department of the Treasury, under which the federal government shares, with the insurance industry, the risk of loss from future terrorist attacks. An act of terrorism is defined as any act certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States Mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

In accordance with the Act, we are required to offer you coverage for losses resulting from an act of terrorism **that is certified under the federal program** as an act of terrorism. The policy's other provisions will still apply to such an act. **This offer does not include coverage for incidents of nuclear, biological, chemical, or radiological terrorism which will be excluded from your policy.** Your decision is needed on this question: do you choose to pay the premium for terrorism coverage stated in this offer of coverage, or do you reject the offer of coverage and not pay the premium? You may accept or reject this offer.

If your policy provides commercial property coverage, in certain states, statutes or regulations may require coverage for fire following an act of terrorism. In those states, if terrorism results in fire, we will pay for the loss or damage caused by that fire, subject to all applicable policy provisions including the Limit of Insurance on the affected property. Such coverage for fire applies only to direct loss or damage by fire to Covered Property. Therefore, for example, the coverage does not apply to insurance provided under Business Income and/or Extra Expense coverage forms or endorsements that apply to those coverage forms, or to Legal Liability coverage forms or Leasehold Interest coverage forms.

Your premium will include the additional premium for terrorism as stated in the section of this Notice titled DISCLOSURE OF PREMIUM.

DISCLOSURE OF FEDERAL PARTICIPATION IN PAYMENT OF TERRORISM LOSSES

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. **The federal share equals 80% in years 2020 through 2027 of that portion of the amount of such insured losses that exceeds the applicable insurer deductible during Calendar Year 2020 and each Calendar Year thereafter through 2027.**

DISCLOSURE OF CAP ON ANNUAL LIABILITY

If the aggregate insured terrorism losses of all insurers exceed \$100,000,000,000 during any **Calendar Year** provided in the Act, the Secretary of the Treasury shall not make any payments for any portion of the amount of such losses that exceed \$100,000,000,000, and if we have met our insurer deductible, we shall not be liable for the payment of any portion of such losses that exceeds \$100,000,000,000.

DISCLOSURE OF PREMIUM

Your premium for terrorism coverage is: \$2,340.00
(This charge/amount is applied to obtain the final premium.)

You may choose to reject the offer by signing the statement below and returning it to us. Your policy will be changed to exclude the described coverage. If you chose to accept this offer, this form does not have to be returned.

REJECTION STATEMENT

I hereby decline to purchase coverage for certified acts of terrorism. I understand that an exclusion of certain terrorism losses will be made part of this policy.

Policyholder/Legal Representative/Applicant's
Signature

Named Insured

Print Name of Policyholder/Legal Representative
/Applicant

Insurance Company

Date:

Policy Number:

Board Meeting Agenda Bill

Agenda Item 7.c.

Meeting Date: 1/11/2022

Department: Fire Chief

Subject

City of Mill Creek Update - Attorney Rich Davis/Deputy Chief Bob Eastman/Fire Chief Thad Hovis

Prior Board Action:	Briefs from Intergovernmental Committee and review of amended draft RFA Plan, draft Pre-Annexation Agreement, and draft Temporary Services Agreement discussed at December 14, 2021 RFA Work Session. The Board of Commissioners approved at the December 21, 2021 regular meeting, "Resolution 1212021-18 AMENDMENT OF SOUTH SNOHOMISH COUNTY FIRE & RESCUE REGIONAL FIRE AUTHORITY (SCF) PLAN".
Recommended Action:	Continued discussion regarding the draft Pre-Annexation Agreement and Temporary Services Agreement with the City of Mill Creek
Related Items:	Draft Pre-Annexation Agreement and draft Temporary Services Agreement between the RFA and the City of Mill Creek
Staff Contact:	Deputy Chief Robert Eastman and CSD Attorney Richard Davis
Approval Signature:	Fire Chief Thad Hovis
Legal Review:	Legal Review Completed

Summary

The City of Mill Creek City Council on December 14, 2021 unanimously (7-0) adopted "RESOLUTION NO. 2021- 617: A resolution of the City Council of the City of Mill Creek, Washington expressing the intent to pursue the benefits of receiving fire and emergency medical services from the South Snohomish County Regional Fire Authority via annexation". The Board of Commissioners on December 21, 2021 passed by a majority vote "Resolution 12212021-18 Amendment of South Snohomish County Fire and Rescue Regional Fire Authority (SCF) Plan". This is continued discussion as requested of Mill Creek's interest to pursue annexation into the RFA.

Discussion

As the City of Mill Creek's considerations during 2021 to annex into the RFA moves forward in 2022 there are still agreements that need to be finalized. The draft pre-annexation and temporary services agreements are two agreements that need to be finalized so the respective governing bodies can approve both. These draft agreements have been discussed by both City of Mill Creek's Staff who have expressed considerable concern to RFA Staff that their contract with their current Fire and EMS service provider (SRFR) expires December 31, 2022, and the City of Mill Creek must ensure that they have seamless Fire and EMS services provided to City resident if the City of Mill Creek does not gain simple majority voter approval at the April 2022 special election. As such, a draft Temporary Agreement for Services from the RFA to the City has been drafted to ensure the city has Fire and EMS services if it is necessary for the City to go back to voters to re-

ask for City annexation to the RFA.

Fiscal Impact

Potential fiscal impacts are noted within included documents.

Recommendation

For discussion only.

ATTACHMENTS:

Description	Type
RFA Plan Amendment Resolution adopted	Resolution Letter
Mill Creek Resolution to join the RFA	Resolution Letter
Draft Mill Creek Temporary Contract for Services - Clean	Backup Material
Draft Mill Creek Temporary Contract for Services - Redline	Backup Material
Draft Pre-Annexation Agreement - Clean	Backup Material
Draft Pre-Annexation Agreement - Redline	Backup Material

RESOLUTION NO. 12212021-18

**AMENDMENT OF SOUTH SNOHOMISH COUNTY FIRE & RESCUE REGIONAL FIRE
AUTHORITY (SCF) PLAN**

WHEREAS, on August 1, 2017, the voters of **SOUTH SNOHOMISH COUNTY FIRE & RESCUE REGIONAL FIRE AUTHORITY ("SCF")** and the **CITY OF LYNNWOOD ("Lynnwood")** approved the plan creating the South Snohomish County Fire & Rescue Regional Fire Authority (hereinafter the "SCF Plan");

WHEREAS, SCF commenced operations on October 1, 2017;

WHEREAS, the purpose of creating SCF was to regionalize fire and emergency medical services in order to provide an enhanced level of service while reducing redundancies;

WHEREAS, the City of Mill Creek (COMC) is within reasonable proximity to SCF and has, pursuant to RCW 52.26.300, requested to annex into SCF effective August 1, 2022;

WHEREAS, the Governing Board of SCF believes regionalization is in the best interest of the citizens of SCF and the City of Mill Creek;

WHEREAS, SCF is willing to amend the Plan to provide for the annexation of the City of Mill Creek, subject to approval by the voters of the City of Mill Creek;

WHEREAS, the City of Mill Creek and SCF have negotiated revisions to the Plan to provide for the City of Mill Creek to annex into SCF; and

WHEREAS, the City of Mill Creek intends to seek voter approval of the annexation and the amended RFA Plan at the April, 2022 special election.

NOW, THEREFORE, BE IT RESOLVED by the Governing Board of South Snohomish County Fire & Rescue Regional Fire Authority as follows:

Section 1. Pursuant to RCW 52.26.300(3), the Governing Board for SCF hereby approves the amended RFA Plan attached hereto as **Exhibit A**. Such Plan would take effect on August 1, 2022, the effective date of the City of Mill Creek's annexation, provided that the voters of the City of Mill Creek approve such a ballot measure. If the voters of Mill Creek do not approve the Plan and the annexation of the City of Mill Creek into SCF, this amended RFA Plan shall be void and of no effect.

Section 2. EFFECTIVE DATE. This Resolution shall be in full force and effect upon passage and signatures hereon.

ADOPTED by the Board of Fire Commissioners of South Snohomish County Fire & Rescue Regional Fire Authority, at a regular open public meeting thereof this 21 day of December 2021, of which notice was given in the manner provided by law, the following Commissioners being present and voting.

By: Greg Urban
Its: Board Chair

By: Chris Teofilak
Its: Vice Chair

By: David Chan
Its: Commissioner

By: Jim Kenny
Its: Commissioner

By: Mark Laurence
Its: Commissioner

ATTEST:

By: Bob Meador
Its: Commissioner

By: Melissa Blankenship
Its: Executive Assistant

CERTIFICATION

I, the undersigned, Executive Assistant of South Snohomish County Fire & Rescue Regional Fire Authority ("SCF"), hereby certify as follows:

1. The attached copy of Resolution No. 12212021-18 (the "Resolution") is a full, true, and correct copy of the Resolution duly adopted at a regularly scheduled meeting of the Governing Board of South Snohomish County Fire & Rescue Regional Fire Authority held on December 21, 2021, as the Resolution appears on the minute books of SCF and the Resolution is now in full force and effect.
2. A quorum of the members of the Board was present throughout the meeting and a majority of those members on the Board present voted in the proper manner for the adoption of the Resolution.

IN WITNESS WHEREOF, I have hereunto set my hand this 21 day of December 2021.

Melissa Blankenship, Executive Assistant

EXHIBIT A
[AMENDED RFA PLAN]

Intentionally Blank

**Amended and Restated Plan for
South Snohomish County Fire & Rescue Regional Fire Authority (RFA)**

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Date of Amendment: December 21, 2021

ACKNOWLEDGEMENT

Recognizing the challenges and opportunities that all fire jurisdictions are facing, the City of Lynnwood and Snohomish County Fire District No. 1, through a partnership of many years, agreed to explore the different governance and funding options available to provide regional fire protection and emergency medical services to the communities we serve.

Planning Committee

Ian Cotton, Lynnwood City Council
George Hurst, Lynnwood City Council
Nicola Smith, Lynnwood Mayor

Jim McGaughey, Fire District 1 Commissioner
Bob Meador, Fire District 1 Commissioner
Richard Schrock, Fire District 1 Commissioner

Leadership Staff

Brad Reading, Fire Chief
Robert Eastman, Assistant Chief
Gregg Sieloff, Assistant Chief

Staff Workgroup

City of Lynnwood

Dustin Akers

Robert Bartram

Jared Bond

Scott DiBenedetto

Julie Moore

Sarah Olson

Fire District 1

Bill Cushman

Doug Dahl

Leslie Hynes

Shaughn Maxwell

April Richardson

Amanda Thompson

Kevin Zweber

Thad Hovis

SECTION 1	BACKGROUND & NEEDS STATEMENTS
<i>Revision</i>	The BACKGROUND & NEEDS STATEMENTS section of the RFA Plan is subject to amendment by a majority vote of the RFA Governance Board.
<i>Adopted</i>	
<i>Revised</i>	

A. Background and Needs:

1. The ability to respond to emergency situations by fire protection and emergency services jurisdictions has not kept up or progressed with the region's needs and special service demands. Anticipated increases in population, building density and building heights will likely exacerbate this problem.
2. Providing a fire protection and emergency services system requires a collaborative partnership and responsibility among local and regional governments, the private sector, and the community.
3. Delivery of core emergency services and timely development of significant projects can best be achieved through stable funding options for regional fire protection and emergency services.
4. The City of Lynnwood and Snohomish County Fire District No. 1 (prior to its dissolution) had a cooperative partnership, striving to provide the highest level of fire and emergency services to our community within the confines of available resources through a long-standing mutual/auto aid agreement and more recently, through blended management.
5. In 2017, the citizens of the City of Lynnwood and Fire District No. 1 approved combining all functions and services provided by the City of Lynnwood Fire Department and Snohomish County Fire District No. 1 into a single entity, called South Snohomish County Fire & Rescue Regional Fire Authority.
6. The Planning Committee established this Plan using an approach to equitably share costs and contribute assets to form the Regional Fire Authority.
7. It is anticipated that on April 26, 2022, the City of Mill Creek will submit a ballot measure to its citizens seeking approval to annex into the Regional Fire Authority (the "Mill Creek Annexation Ballot Measure") as detailed in this Amended and Restated Plan.

RFA SECTION 1 PLAN REVISION:

The **NEEDS STATEMENT** section of the **(RFA) Plan** is subject to amendment by a majority vote of the RFA Governance Board.

SECTION 2	DEFINITIONS
Revision	The DEFINITIONS section of the RFA Plan is subject to amendment by a majority vote of the RFA Governance Board.
Adopted	
Revised	

A. DEFINITIONS

1. The definitions in this section apply throughout this **Plan**, unless the context clearly requires otherwise.
 - 1.1. **"Board," "Governance Board," or "Governing Board"** means the Governance body of a regional fire protection service authority.
 - 1.2. **"City"** means a city which is a Participating Jurisdiction in the RFA.
 - 1.3. **"District"** means Snohomish County Fire District No. 1.
 - 1.4. **"Effective Date"** means October 1, 2017.
 - 1.5. **"EMS Levy"** is a voter approved property tax levy that must be approved by a supermajority vote.
 - 1.6. **"Fire Benefit Charge"** is a service charge determined by the required fire-flow, personnel and equipment costs associated with fighting a fire in a particular type and size of structure.
 - 1.7. **"Interlocal Agreement" or "ILA"** means any interlocal service agreement between the RFA and the City of Lynnwood in providing certain administrative and support services per the adopted Plan.
 - 1.8. **"Participating Jurisdictions"** means the City of Lynnwood and Snohomish County Fire District No. 1, both of whom were the original Participating Jurisdictions in the RFA. Additionally, the City of Mill Creek will become a Participating Jurisdiction effective August 1, 2022 if the Mill Creek Annexation Ballot Measure is submitted and is approved at the April 26, 2022 election.
 - 1.9. **"RCW"** means Revised Code of Washington.
 - 1.10. **"Regional Fire Protection Service Authority," "Regional Fire Authority," or "RFA"** means a regional fire protection service authority formed pursuant to Chapter 52.26 RCW. An RFA is a municipal corporation and independent taxing authority within the meaning of Article VII, Section 1 of the State Constitution, and a taxing district within the meaning of Article VII, Section 2 of the State Constitution.

1.11. "Regional Fire Authority Planning Committee" or "Planning Committee" means the committee created under RCW 52.26.030 to create and propose to the City of Lynnwood and Snohomish County Fire District No. 1 the Regional Fire Authority Plan.

1.12. "Regional Fire Authority Plan," "RFA Plan" or "Plan" means this Regional Fire Protection Service Authority Plan, drafted and approved in accordance with Chapter 52.26 RCW for the development, financing, and operation of the South Snohomish County Fire & Rescue Regional Fire Authority.

1.13. "Regional Fire Authority" or "RFA" means the Regional Fire Protection Service Authority defined in this plan whose boundaries are coextensive with (i) the City of Lynnwood, (ii) the former Snohomish County Fire District No. 1 (now dissolved), and (iii) the City of Mill Creek, if the Mill Creek Annexation Ballot Measure is approved.

RFA SECTION 2 PLAN REVISION DISPOSITION:

The **DEFINITIONS** section of the **RFA Plan** is subject to amendment or revision only by a majority vote of the RFA Governance Board.

SECTION 3	FORMATION AUTHORITY
Revision	The FORMATION AUTHORITY section of the RFA Plan is subject to amendment or revision only by submission of a revised RFA Plan to the electorate for approval.
Adopted	
Revised	
Notes	This section provides historical details on the formation of the RFA. Accordingly, the term “Participating Jurisdictions” in this Section 3 only refer to the original participating jurisdictions, namely Snohomish County Fire District No. 1 and the City of Lynnwood.

A. REGIONAL FIRE PROTECTION SERVICE AUTHORITY

1. Chapter 52.26 RCW provides statutory authority for the formation of a Regional Fire Authority by the City of Lynnwood and Snohomish County Fire District No. 1.

B. PLANNING COMMITTEE AUTHORITY

1. RCW 52.26.030 and RCW 52.26.040 provides statutory authority to form and operate a Planning Committee.
2. The Participating Jurisdictions formed a Planning Committee consisting of three (3) elected officials of the City and three (3) Commissioners of the District.
3. The Planning Committee developed and presented the RFA Plan to the elected officials of each Participating Jurisdiction.

C. RFA PLAN APPROVAL AUTHORITY

1. The legislative body of each Participating Jurisdiction reviewed and approved the RFA plan by Joint Resolution and called for an election to approve the RFA Plan.
2. The RFA Plan is being submitted to the voters of the City and the District as a ballot measure that must be approved by a simple majority.
3. The Planning Committee has authority to take all necessary actions on behalf of the Participating Jurisdictions and perform all necessary duties as required to place the RFA Plan before the voters.
4. Should the RFA Plan be approved by a simple majority of the voters of the Participating Jurisdictions, the South Snohomish County Fire & Rescue Regional Fire Authority shall be formed on the Effective Date in accordance with RCW 52.26.070.
5. Upon voter approval of the RFA Plan, the City and the District shall continue to exist as Washington State Municipal Corporations. The exclusive purpose of the

continued existence of the District shall be to levy and collect taxes and/or other fire protection district revenue to be transferred to the RFA until such time as the RFA collects its own revenues, and to provide representation to the newly formed RFA Governance Board. Once the RFA begins levying an EMS levy (following voter approval under RCW 84.52.069), it is anticipated that the District will submit a ballot measure to its voters to dissolve in accordance with RCW 52.10.010.

If the RFA Plan is not approved by a simple majority of the voters, then operations relating to the services set forth herein shall remain with the City of Lynnwood Fire Department and Snohomish County Fire District No. 1.

RFA SECTION 3 PLAN REVISION DISPOSITION:

The **FORMATION AUTHORITY** section of the **RFA Plan** is subject to amendment or revision only by submission of a revised RFA Plan to the electorate for approval.

SECTION 4	JURISDICTIONAL BOUNDARIES
<i>Revision</i>	The JURISDICTIONAL BOUNDARIES section of the RFA Plan is subject to amendment or revision only by a majority vote of the RFA Governance Board.
<i>Adopted</i>	
<i>Revised</i>	

A. JURISDICTIONAL BOUNDARIES

1. The jurisdictional boundaries of the RFA shall be the legal boundaries of the Participating Jurisdictions. The boundaries are generally depicted on the map attached hereto and in Appendix A of this RFA Plan.
2. The RFA is also responsible for providing services to the following jurisdictions via the referenced interlocal agreements which have been assigned to the RFA by the following Participating Jurisdictions:

2.1. District Interlocal Agreements:

- a) City of Edmonds pursuant to a Revised and Restated Interlocal Agreement for Fire and Emergency Medical Services dated January 26, 2017;
- b) City of Mountlake Terrace pursuant to an Interlocal Agreement for Fire and Emergency Medical Services dated January 13, 2005; and
- c) City of Brier pursuant to an Interlocal Agreement for Fire and Emergency Medical Services dated January 13, 2005.
- d) City of Mukilteo pursuant to an Interlocal Agreement for Ladder and Battalion Chief response services dated November 1, 2016.

2.2. City of Lynnwood Interlocal Agreements:

- a) City of Mukilteo pursuant to an Interlocal Agreement Regarding Advanced Life Support Licensing and Fire/EMS Services dated July 21, 2009 between the City of Lynnwood and the City of Mukilteo.

B. CHANGES IN JURISDICTIONAL BOUNDARIES

1. Boundary changes that do not require an RFA Plan amendment:

- 1.1. City annexations of areas included within the boundaries of the RFA. Such annexations will not affect the RFA since the areas will already be within the RFA boundaries. Pursuant to RCW 52.26.290 there will be no required asset or employee transfers between the District and the City.
 - 1.2. City annexations of areas not included within the District. On the effective date of such annexation, the territory annexed shall automatically be included within the boundaries of the RFA pursuant to RCW 52.26.290. The territory added to the RFA by such annexation shall be subject to the taxation, charges, and bonded indebtedness (if approved as part of the annexation process) of the RFA. Any transfer of assets or employees that occurs because of annexation shall be between the transferring entity and the RFA.
 - 1.3. Annexation of unincorporated areas of the RFA by a City that is not a Participating Jurisdiction in the RFA. On the effective date of such annexation, the territory annexed shall automatically be removed from the boundaries of the RFA. In this situation, the RFA shall not be obligated to transfer employees or assets of the RFA and the annexing city shall be restricted solely to assets and employees of the District, if any.
 - 1.4. RFA Annexations. Pursuant to RCW 52.26.090(g), the RFA shall have the authority to conduct annexations of unincorporated territory adjacent to the RFA pursuant to the statutory authority and procedures set forth in RCW 52.04.001 through RCW 52.04.051.
 - 1.5. RFA Partial Mergers. Pursuant to RCW 52.26.090(g), the RFA shall have the authority to participate in the partial merger process under the authority and pursuant to the procedures set forth in RCW 52.06.090 and RCW 52.06.100.
2. Boundary Changes that require an RFA Plan Amendment.
 - 2.1. Annexations of Adjacent Fire Protection Jurisdictions. Other fire protection jurisdictions that are adjacent to the boundaries of the RFA are eligible for annexation by the RFA. Upon Plan amendment and voter approval as provided in the annexation procedures of RCW 52.26.300, the boundary of the RFA will be expanded to include adjacent fire protection jurisdictions.

RFA SECTION 4 PLAN REVISION DISPOSITION:

The **JURISDICTIONAL BOUNDARIES** section of the **RFA Plan** is subject to amendment or revision only by a majority vote of the RFA Governance Board.

SECTION 5	GOVERNANCE
<i>Revision</i>	The GOVERNANCE section of the RFA Plan is subject to amendment or revision only by a majority vote of the RFA Governance Board.
<i>Adopted</i>	
<i>Revised</i>	

A. GOVERNING BOARD STRUCTURE AND OPERATION

1. **Governing Board.** As provided by RCW 52. 26.080, the RFA Governing Board is established consistent with the terms of this Section and shall have authority as of the Effective Date.
2. **Governing Board Positions and Terms.** The Governing Board consists of five commissioner districts initially created pursuant to Resolution No. 12812018027 and two at-large positions. A commissioner district may only be held by a registered voter residing within the commissioner district, and such commissioner districts are subject to redistricting as provided in RCW 29A.76. An at-large position may be held by a registered voter residing anywhere within the boundaries of the RFA. The positions and terms are as follows:
 - a. **Position 1.** This position comprises Commissioner District 1. The current term expires on December 31, 2025.
 - b. **Position 2.** This position comprises Commissioner District 2. The current term expires on December 31, 2023.
 - c. **Position 3.** This position comprises Commissioner District 3. The current term expires on December 31, 2025.
 - d. **Position 4.** This position comprises Commissioner District 4. The current term expires on December 31, 2023.
 - e. **Position 5.** This position comprises Commissioner District 5. The current term expires on December 31, 2025.
 - f. **Position 6.** This position is an at-large position. The current term expires on December 31, 2027.
 - g. **Position 7.** This position is an at-large position. The current term expires on December 31, 2027.
- 2.1. All commissioner terms are six (6)-year terms.
- 2.2. Upon annexation of a participating jurisdiction, such participating jurisdiction shall be entitled to one (1) non-voting position on the Governing Board until January 1 following the year in which a commissioner is elected from any newly drawn commissioner district covering some or all of the participating jurisdiction's boundaries.
- 2.3. If the RFA Plan is later amended to expand the Governing Board, the total number of voting members shall be an odd number no greater than nine (9) in number.

3. **Governing Rules.** The RFA Governing Board shall develop and adopt by-laws, governance policies, and rules for the RFA Governing Board to conduct business in accordance with RCW 52.26.080.
4. **Authority.** The RFA Governing Board shall have all the power and authority granted governing boards under Washington State law, and shall include the power and authority to make any decisions appropriate for the RFA and for matters related to Title 52 RCW.
5. **Compensation of Governing Board.** Commissioners of the Governing Board will receive compensation in the same manner and under the same conditions as provided by law for commissioners of a fire protection district organized under Title 52 RCW.

RFA SECTION 5 PLAN REVISION DISPOSITION:

The **GOVERNANCE** section of the **Plan** may be amended by a majority vote of the RFA Governance Board.

SECTION 6	FUNDING and FINANCE
Revision	The FUNDING and FINANCE section of the RFA Plan is subject to amendment or revision by the Governing Board except when voter approval is required by statute.
Adopted	
Revised	

A. RFA REVENUES

1. **Tax Levies.** The RFA shall be authorized to levy and collect taxes in accordance with RCW 52.26.050(1)(b) at the initial tax levy rate of \$1.50 per thousand of assessed valuation.
2. **Benefit Charge.** In 2020, the Governing Board sought and obtained voter approval of a benefit charge consistent with the requirements of RCW 52.26.180 through RCW 52.26.270. The Benefit Charge approved in 2020 is effective for calendar years 2021 – 2026. The Governing Board may seek voter approval to renew the benefit charge upon its expiration. Whenever a benefit charge is imposed, the RFA's maximum fire levy will be \$1.00 per thousand of assessed valuation in accordance with RCW 52.26.240.
3. **EMS Levy.** The RFA is authorized to levy and collect up to \$0.50 per thousand of assessed valuation for its EMS levy as authorized by RCW 84.52.069.
4. **Service Contracts.** To the extent permitted by law, the RFA Governance Board shall have the authority to pursue and contract with agencies and entities exempt from property taxes in accordance with RCW 52.30.020 and related statutes.
5. **Fire Impact and Mitigation Fees.** The RFA may enter into interlocal agreements with Snohomish County and/or the City of Lynnwood and other cities to collect such fees.
6. **Transport Fees.** The RFA Board will charge and collect transport fees in accordance with policies adopted by the RFA Governing Board.
7. **Additional Revenue Options.** The RFA Governing Board shall have the authority to pursue, subject to any applicable statutory voter approval requirements and the RFA Plan Amendment, if required, all additional revenue sources authorized by law including, but not limited to, revenue sources specifically identified in Title 52 RCW and Title 84 RCW that are not otherwise addressed in chapter 52.26 RCW.

B. ASSETS

1. **Real Property.** Appendix B identifies the Real Property owned by the RFA.

2. **Apparatus and Vehicles.** Appendix C identifies all apparatus and vehicles owned by the RFA.
3. **Historical Transfers of Property and Liabilities to RFA.** The original RFA Plan details transfers of property and liabilities which were transferred by the City of Lynnwood and Snohomish County Fire District No. 1 to the RFA upon its formation. Those provisions have been removed from this Amended and Restated Plan solely for clarity and conciseness of this Section. Those provisions are incorporated herein by reference.

D. LIABILITIES

1. The following City of Lynnwood Debt/Liabilities are retained by the City of Lynnwood:
 - 1.1. The balance of the City of Lynnwood's 20-year debt obligation to SERS associated with construction of the regional 800 MHz system.
 - 1.2. The City of Lynnwood retains its Fireman's Pension Fund created under Chapter 41.18 RCW and will make required pension payments to eligible participants.

RFA SECTION 6 PLAN REVISION DISPOSITION:

The **FUNDING AND FINANCE** section of the **RFA Plan** is subject to amendment or revision by majority vote of the Governing Board except when voter approval is required by statute.

SECTION 7	ORGANIZATION STRUCTURE: PERSONNEL & ADMINISTRATION
Revision	The ORGANIZATIONAL STRUCTURE: PERSONNEL & ADMINISTRATION section of the RFA Plan is subject to amendment by a majority vote of the RFA Governance Board
Adopted	
Revised	

A. ORGANIZATIONAL STRUCTURE

1. **Organizational Chart.** The current Organization Chart for the RFA is set forth in Appendix D of the RFA Plan. The Fire Chief shall have authority to adjust the Organizational Chart as necessary to improve service delivery without amending the RFA Plan.

B. PERSONNEL

1. **Fire Chief.** On the Effective Date, the Fire Chief of the District shall serve as the Fire Chief of the RFA. The Fire Chief shall at all times be appointed and serve at the pleasure of the Governance Board.
2. **Personnel.** See Organization Chart, Appendix D.

C. ADMINISTRATION

1. **Administration.** On the Effective Date, the City of Lynnwood's administrative and business functions, agreements, documents, operations, and policies and procedures were transferred from the City of Lynnwood Fire Department to the RFA except as otherwise noted in this Plan.
2. **City of Lynnwood Retained Administrative Service Responsibilities.** The City of Lynnwood shall continue to provide the following services:
 - 2.1. The City of Lynnwood LEOFF Board will continue to oversee LEOFF 1 benefits for City of Lynnwood retirees in accordance with the City of Lynnwood LEOFF 1 Policies and Procedures.

RFA SECTION 7 PLAN REVISION DISPOSITION:

The **ORGANIZATIONAL STRUCTURE: PERSONNEL & ADMINISTRATION** section of The RFA Plan is subject to amendment by a majority vote of the RFA Governance Board.

SECTION 8	OPERATIONS AND SERVICES
<i>Revision</i>	The OPERATIONS AND SERVICES section of the RFA Plan is subject to amendment by a majority vote of the RFA Governance Board.
<i>Adopted</i>	
<i>Revised</i>	

A. FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES

1. The RFA is responsible for the operational and service delivery aspects of fire protection and emergency medical services throughout the RFA, including ambulance transports.
2. Upon the Effective Date, the RFA adopted the City of Lynnwood's Standards of Coverage Document for the City of Lynnwood's jurisdictional boundary area and the District's Standards of Coverage Document for the District's jurisdictional boundary areas. The RFA may adjust services, levels of service, standards of coverage, and development standards as it deems appropriate.
3. All automatic aid and mutual aid agreements, all interlocal agreements and contractual services agreements, documents, or memorandums in place with the City of Lynnwood Fire Department and the District were transferred to the RFA on the Effective Date to provide continuous, seamless readiness and emergency services coverage. Notwithstanding the foregoing, the City of Lynnwood's interlocal agreements with SERS and SNOCOM were modified to provide that the RFA will assume the fire related rights and obligations under these agreements and that the RFA shall be entitled to the City of Lynnwood's fire-related equity interests under both these agreements.

B. FIRE MARSHAL/INSPECTION SERVICES

1. Fire Marshal Service Providers:
 - 1.1. Fire Marshal Services within the boundaries of the RFA are provided as follows:
 - a. Within the City Lynnwood: The RFA provides Fire Marshal Services to the City of Lynnwood pursuant to an interlocal agreement which compensates the RFA for agreed to services.
 - b. Within unincorporated Snohomish County: Snohomish County provides Fire Marshal Services.
 - c. The RFA may provide Fire Marshal and inspection services to another local municipal jurisdiction through an interlocal agreement.

C. EMERGENCY MANAGEMENT SERVICES

1. Emergency Management Services are provided as follows:
 - a. Within the City of Lynnwood: Snohomish County DEM provides Emergency Management Services within the City of Lynnwood boundaries pursuant to a City contract with DEM.
 - b. Within unincorporated Snohomish County: Snohomish County Department of Emergency Management provides Emergency Management Services.

D. PUBLIC EDUCATION SERVICES

1. The RFA provides Public Education Services throughout the jurisdiction of the RFA and its service area.

RFA SECTION 8 PLAN REVISION DISPOSITION:

The **OPERATIONS AND SERVICES** section of the **RFA Plan** is subject to amendment by a majority vote of the RFA Governance Board.

SECTION 9	ANNEXATION OF CITY OF MILL CREEK
Revision	The ANNEXATION OF MILL CREEK section of the RFA Plan is subject to amendment or revision only by a majority vote of the RFA Governing Board.
Adopted	
Revised	

A. ANNEXATION AUTHORITY

Chapter 52.26.300 RCW provides statutory authority for the annexation of additional participating jurisdictions into a regional fire authority.

B. REVISED RFA PLAN APPROVAL

1. On December 15, 2021, the City of Mill Creek submitted to the RFA a petition requesting to be annexed into the RFA.
2. On December 21, 2021, the Governing Board of the RFA adopted Resolution No. 12212021-18 to amend the RFA Plan to establish terms and conditions of the requested annexation by the City of Mill Creek.
3. On [REDACTED], 2021,¹ the City of Mill Creek adopted Ordinance No. [REDACTED] approving the amended RFA Plan and the annexation of the City of Mill Creek into the RFA and calling an election on the matter.
4. It is intended that the Amended and Restated RFA Plan and the measure for the City of Mill Creek to annex into the RFA are being submitted to the voters of the City of Mill Creek at the special election on April 26, 2022 as a single ballot measure that must be approved by a simple majority.
5. If the City of Mill Creek voters approve the annexation and the Amended RFA Plan at the special election, then on August 1, 2022 (the “Annexation Date”), the annexation of the City of Mill Creek into the RFA will be effective in accordance with RCW 52.26.300, at which time the City of Mill Creek will become a Participating Jurisdiction in the RFA.
6. This Amended and Restated Plan shall be automatically void if the voters of the City of Mill Creek do not approve the ballot measure at the special election on April 26, 2022, in which case the prior Plan shall be effective without further action of the Governing Board.

1 Note: This date is left blank on the date that the RFA Plan Amendment is approved by the RFA but the parties authorize it and the Ordinance No. to be filled following the City’s approval of the referenced ordinance.

C. TRANSITION OF FIRE AND EMERGENCY MEDICAL SERVICES

1. On the Annexation Date, all current operational and service delivery aspects of fire and emergency medical services for the City of Mill Creek, including ambulance transports, shall be performed by the RFA except to the extent that Snohomish County Fire District No. 7 is still providing such services by contract to the City of Mill Creek. Effective on the Annexation Date, the RFA will initially adopt the City of Mill Creek's Standards of Coverage Document for the City of Mill Creek's jurisdictional boundary area. As such, services, levels of service, standards of coverage, development standards and customer expectations on the Annexation Date shall remain unaffected.

D. FIRE MARSHALL / INSPECTION SERVICES

Effective on the Annexation Date and except to the extent that Snohomish County Fire District No. 7 is providing such services by contract to the City of Mill Creek, the RFA will provide Fire Marshal Services to the City of Mill Creek pursuant to an interlocal agreement which compensates the RFA for agreed upon services. The City of Mill Creek shall retain the authority to set fees to its citizens for the Fire Marshall Services and retain the revenues.

E. TRANSITION OF PROPERTY AND ASSETS

On the Annexation Date, the City of Mill Creek shall transfer to the RFA the following property, assets, and records on an "as is, where is" condition:

- **Station 76.** The real property commonly known as 1020 153rd St. SE, Mill Creek, WA 98012 ("Station 76") along with all its fixtures, furnishings and equipment. The City will have a right of reversion to re-acquire the property in the event that it is no longer used as a fire station, the terms of which will be described in a pre-annexation agreement and which shall control.
- **Equipment, Etc.** All City of Mill Creek owned equipment associated with the provision of fire and emergency medical services as identified in the pre-annexation agreement.
- **Records and Materials.** All reports, documents, surveys, books, records, files, papers, and electronic or written material that are owned by or in the possession of the City of Mill Creek and which relate to the provision of fire and emergency medical services within the City of Mill Creek. It is understood that Mill Creek has not been the primary custodian of records related to the provision of fire and emergency medical services within the City of Mill Creek but will make reasonable efforts to secure such records.

F. EMPLOYMENT OF CITY OF MILL CREEK EMPLOYEES

No employees of the City of Mill Creek shall transfer to the employment of the RFA on the Effective Date.

G. FINANCES

1. **Transport Fees.** Commencing on the Annexation Date, the RFA will be entitled to bill and collect for Transport Fees for transports originating within the City of Mill Creek.
2. **Liabilities.** Commencing on the Annexation Date, the RFA shall assume the periodic fire related payment obligations of the City of Mill Creek interlocal agreement with Sno911 commencing on the Annexation Date. Otherwise, the RFA shall not assume any liabilities of the City of Mill Creek.

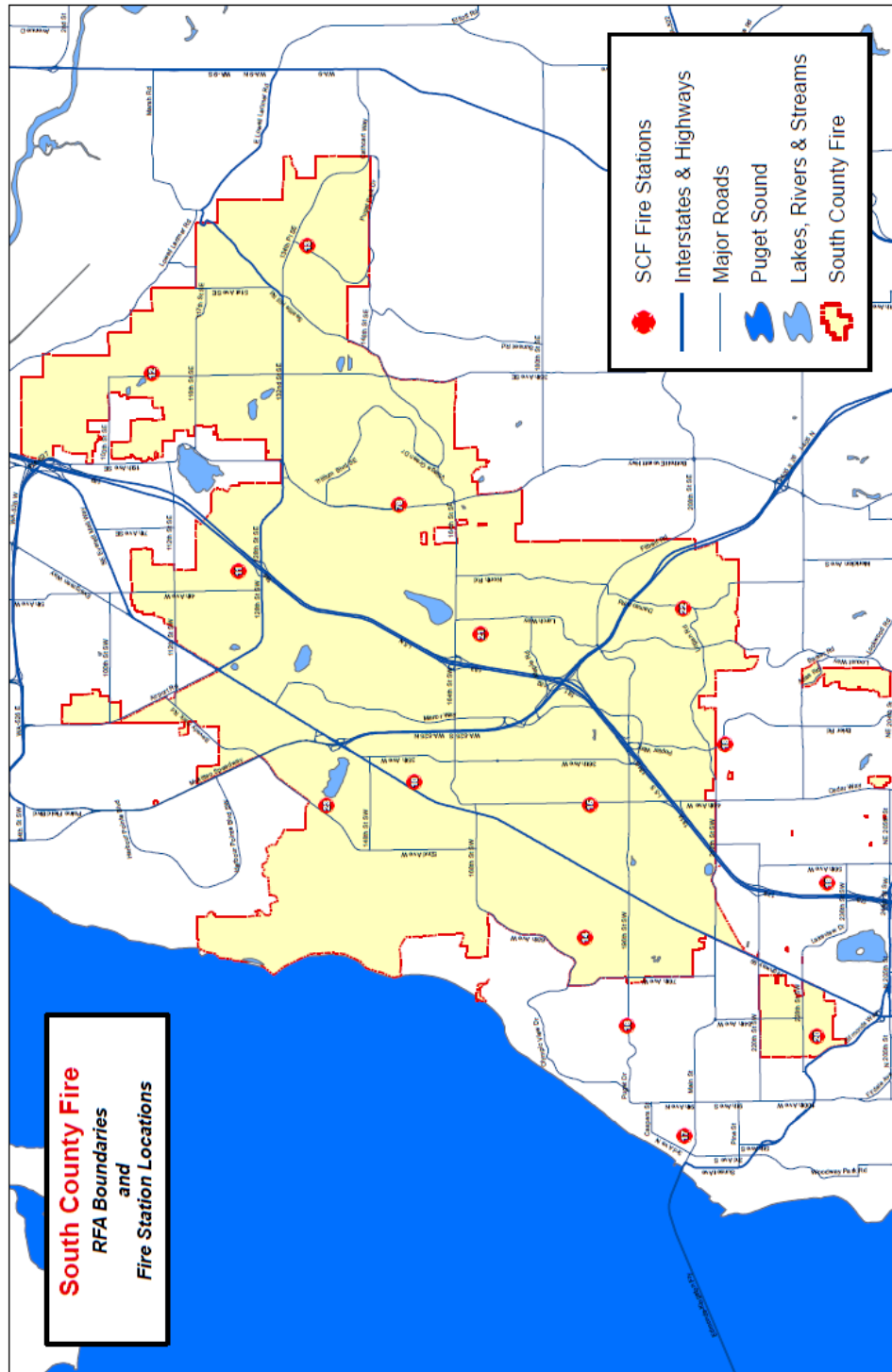
H. **PARTICIPATION ON GOVERNING BOARD.** See Section 5, section 2.5 of this Plan.

RFA SECTION 9 PLAN REVISION DISPOSITION:

The **ANNEXATION OF THE CITY OF MILL CREEK** section of the **Plan** may be amended by a majority vote of the RFA Governance Board.

APPENDIX A

[JURISDICTION BOUNDARY MAP]



**APPENDIX B
REAL PROPERTY**

Fire District 1				
Facility	Year Built	Address	Land SF	Building SF
FS 10	2010	3922 156st SW, Lynnwood, WA 98087	54,014	13,100
FS 11	1989	12310 Meridian Ave, Everett, WA 98208	116,025	16,270
FS 12	2005	3525 108 th SE, Everett, WA 98208	127,892	10,100
FS 13	1980	13611 Puget Park Rd, Everett, WA 98208	48,184	7,430
FS 18	2010	21206 Poplar Way, Brier, WA 98036	97,574	8,780
FS 21	2009	16819 13 th Ave W, Lynnwood, WA 98036	118,047	12,960
FS 22	1972	20510 Damson Rd, Lynnwood, WA 98036	28,749	5,080
FS 23	1972	4324 Serene Way, Lynnwood, WA 98087	57,934	5,080
District 1 HQ	1974	12425 Meridian Ave S, Everett, WA 98208	228,240	36,000
Training Tower		12425 Meridian Ave S, Everett, WA 98208		3,361
Training Class Rooms		12425 Meridian Ave S, Everett, WA 98208		2,304
Fender property		Fender Drive, Lynnwood, WA 98087	3+ acres	0
Manor property		2224 Manor Way, Lynnwood, WA 98037	47,916	0
City of Lynnwood				

Facility	Year Built	Address	Land SF	Building SF
FS 14*	1990	18800 68 th Ave W, Lynnwood, WA 98036	20,037	4,540
FS 15**	1995	18800 68 th Ave W, Lynnwood, WA 98036	59,242	18,710

City of Mill Creek				
Facility	Year Built	Address	Land SF	Building SF
FS 76****	1988	1020 153 rd St SE, Mill Creek, WA 98102	1.38 acres	4,190

* The City of Lynnwood shas an option to purchase Station 14 (the land and the building) if the station ever ceases to be continuously used for fire service. The Option has been recorded under Snohomish County Auditor File No. 201710110192.

**The deed conveying Station 15 to the RFA and recorded under Snohomish County Auditor File No. 201710110193 contains a reversionary interest providing that the title to the land and the station will return to the City of Lynnwood if the station ever ceases to be continuously used for fire service. The amount of compensation to be paid to the RFA for such reversion shall be negotiated by the RFA and the City of Lynnwood.

*** As used in the foregoing notations, the term ““Used for fire service” shall mean more than 50% of the facility is used continuously for fire suppression, department support or administration.

***The transfer of Station 76 from the City of Mill Creek to the RFA shall contain a reversionary interest and for the City of Mill Creek to pay the fair market value for such station as set forth in the pre-annexation agreement. The fair market value will be reduced by the City’s equity interest in the station, as adjusted for inflation provided that the City annexes into the RFA not later than August 1, 2023.

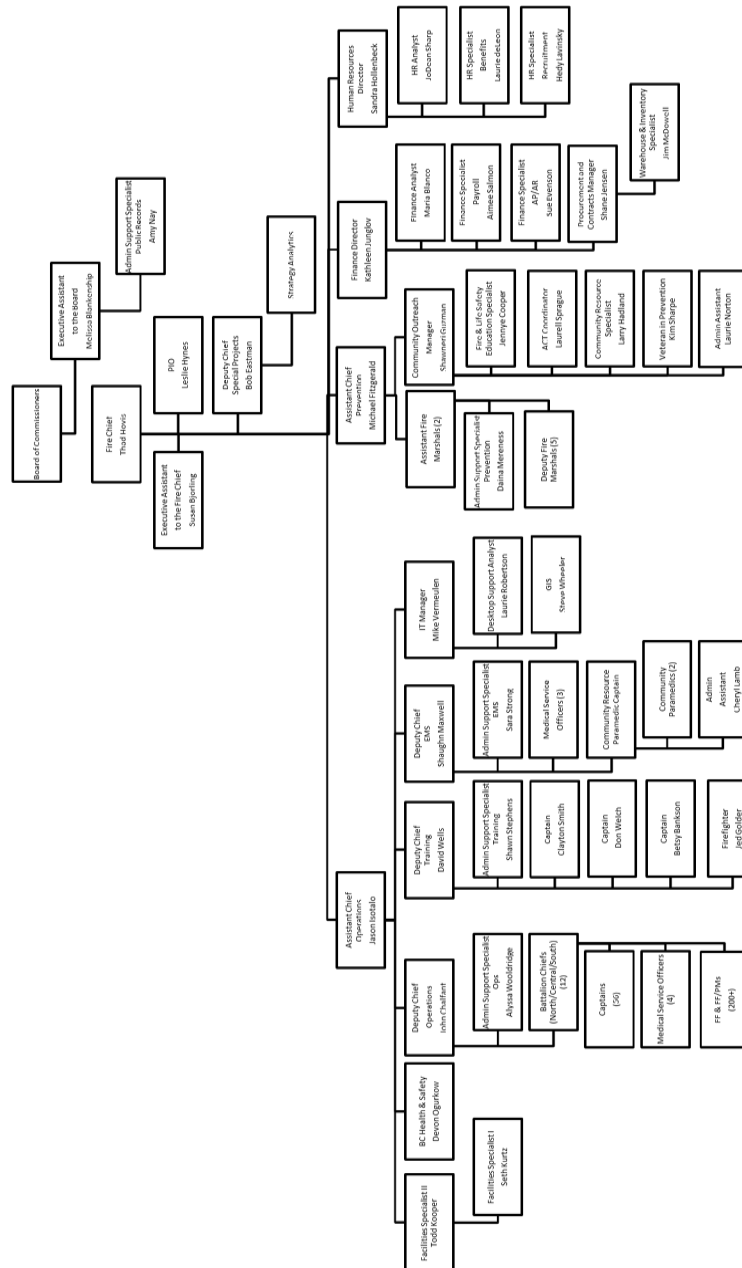
APPENDIX C
PERSONAL PROPERTY – VEHICLES AND APPARATUS

App No.	license	Vin	year	model	Make
143	93286C	1FTSW21508EA62932	2008	FORD F-250	PICK-UP
1	391185		1925	REO PUMPER	250 GPM
146	95224C	1FDXE45PX9DA63704	2009	FORD/ BRAUN NORTHSTAR	E-450 SD
145	95223C	1FDXE45P89DA63703	2009	FORD/BRAUN NORTHSTAR	E-450 SD
106	78921C	1FDXE45P16HA05615	2006	FORD/BRAUN NORTH STAR	E-450 SD
147	96980C	4S7AT2D959C072158	2009	SPARTAN/SVI	AIR UNIT
100	75935C	1GNEK13Z75J244592	2005	CHEVROLET TAHOE	SUV
126	91089C	1GNGK46K89R254631	2009	CHEVROLET SUBURBAN	SUV
110	81414C	3GNGKZ6K77G161861	2007	CHEVROLET SUBURBAN	SUV
103	75936C	AGBKP32K8R3311793	1994	CHEVROLET STEP-VAN	UTILITY
102	75937C	1GNEK13Z15J251554	2005	CHEVROLET TAHOE	SUV
160	B3859C	1FM5K8AR1GGB55598	2016	FORD EXPLORER AWD	SUV
104	78303C	5NHUTBT2N6T405828	2005	CARGOMATE TRAILER	TRAILER
131	93290C	1FDAW5HR6AEA09059	2009	FORD/PACIFIC TRUCK	F-550 SD
42	40077C	4S7AT9D02TC020195	1996	SPARTAN/DARLEY	1500 GPM
113	84285C	4F7AT2F936C056016	2007	SPARTAN/H&W PUMPER	1500 GPM
34	21634C	457BT9F07MC003699	1991	SPARTAN/DARLEY	1500 GPM
114	84287C	4S7AT2F956C056017	2007	SPARTAN/H&W PUMPER	1500 GPM
78	71683C	4Z3AAAXG54RNO2993	2004	AMERICAN LAFRANCE	1500 GPM
140	93288C	4S7AT2F996C053881	2006	SPARTAN/H&W PUMPER	1500 GPM
133	932921C	4SAT4198WCO21121	1998	SPARTAN/DARLEY PUMPER	1500 GPM
119	96060C	4S7AT2F998C070036	2008	SPARTAN/CRIMSON PUMPER	1500 GPM
125	96061C	4S7AT2F9X9C070533	2008	SPARTAN/CRIMSON PUMPER	1500 GPM
132	932912	4S7AT419XWCO21122	1998	SPARTAN/DARLEY PUMPER	1500 GPM
120	96038C	4S7AT2F908C070037	2008	SPARTAN/CRIMSON PUMPER	1500 GPM
92	82381C	4S7AT33991C039627	2002	SPARTAN/H&W PUMPER	1500 GPM
77	71682C	4Z3AAACG34RNO2992	2004	AMERICAN LAFRANCE	1500 GPM
33	21633C	457BT9F05MC003698	1991	SPARTAN/DARLEY	1500 GPM

159	B3831C	1FM5K8AR3GGB55599	2016	FORD EXPLORER AWD	SUV
35	22957C	1B7KE26C4NS680942	1992	DODGE PICKUP	3/4 TON
161	B3860C	1FTBF2B67GEB54822	2016	FORD F250 4 X 4 P/U	3/4T P/U
101	75934C	1GNEK13Z55J245157	2005	CHEVROLET TAHOE	SUV
97	75924C	1FMDU72K75ZA66945	2005	FORD EXPLORER	SUV
32	19453C	4BMFH2029M1100528		WILSON TRAILER	TRAILER
149	85462C	4YMUL08147T092838	2007	CARRY-ALL TRAILER	TRAILER
124	88755C	2FAHP71V78X145945	2008	FORD POLICE INTERCEPTOR	SEDAN
144	93287C	1FMCUC93158KA30357	2008	FORD ESCAPE	SUV
150	99076C	4ENDABA86N1009933	1992	E-ONE/LADDER 95FT.	1500 GPM
71	60911C	4EN3ABA8111003138	2001	E-ONE/ LADDER 100 FT.	2000 GPM
118	96059C	4S7XZF949C070371	2008	SPARTAN/CRIMSON LADDER 103 FT.	1500 GPM
157	A8988C	1GD675CL6E1177495	2014	GMC AMBULANCE	SC4
127	93569C	1FDXE45P09DA42926	2009	FORD/BRAUN NORTHSTAR	E-450 SD
156	A8989C	1GD675CL0E1177122	2014	GMC AMBULANCE	SC4
136	93281C	1FDXE45F61HBO5466	2001	FORD/ROAD RESCUE	E-450 SD
130	95208C	1FDXE45P29DA68539	2009	FORD/BRAUN NORTHSTAR	E-450 SD
117	82345C	1FDXE45P16DB33893	2007	FORD/BRAUN NORTHSTAR	E-450 SD
128	93557C	1FDXE45P99DA68537	2009	FORD/BRAUN NORTHSTAR	E-450 SD
129	94348C	1FDXE45P09DA68538	2009	FORD/BRAUN NORTHSTAR	E-450 SD
155	A8990C	1GD675CLXE1178133	2014	GMC AMBULANCE	SC4
115	82344C	1FDXE45P76DB33896	2007	FORD/BRAUN NORTHSTAR	E-450 SD
141	93282C	1FDX45P46DB40773	2006	FORD/BRAUN NORTHSTAR	E-450 SD
153	A8215C	1FMPU16595LA77690	2005	FORD EXPEDITION	SUV
109	81392C	1GNFK13017J215050	2007	CHEVROLET TAHOE	SUV
139	93287C	1GNEK13Z75R220701	2005	CHEVROLET TAHOE	SUV
154	A9409C	1GNSK5EC2FR275786	2015	CHEVY SUBURBAN	SUV
98	75925C	1FMDU72K95ZA66946	2005	FORD EXPLORER	SUV
67	50601C	1FMPU18L8XLA45280	1999	FORD EXPEDITION	SUV
122	88757C	2FAHP71V08XI45947	2008	FORD POLICE INTERCENTOR	SEDAN
123	88756C	2FAHP71V98X145946S	2008	FORD POLICE INTERCEPTOR	SEDAN
96	75931C	2D8GP44I85R529474	2005	DODGE CARAVAN, RED	MINI VAN
121	88761C	1GBDV13WX8D211305	2008	CHEVROLET UPLANDER, WHITE	CARGO VAN
158	B3830C	1FM5K8ARXGGB55597	2016	FORD EXPLORER AWD	SUV
105	78304C	5NHUTBT256T405986	2005	CARGOMATE TRAILER	TRAILER
74	70226C	1FDXE45F23HB46521	2003	FORD/BRAUN NORTH STAR	E450-SD
75	70227C	1FDXE45F43HB46522	2003	FORD/BRAUN NORTH STAR	E450-SD
107	78922C	1FDXE45TX68A05614	2006	FORD/BRAUN NORTH STAR	E-450 SD
116	82346C	1FDXE45PX6DB33892	2007	FORD/BRAUN NORTHSTAR	E-450 SD

108	81391C	1GNK13077J15053	2007	CHEVROLET TAHOE	SUV
111	81415C	1GCCS19EX78149247	2007	CHEVROLET COLORADO	PICK-UP
148	96981C	4S7AT2D9X9C071345	2009	SPARTAN/SVI	RESCUE
112	81416C	1GCCS19e578148054	2007	CHEVROLET COLORADO	PICK-UP
91	82383C	4S7BT9H08LC002679	1990	SPARTAN/DARLEY PUMPER	1500 GPM
93	82386C	1FMPU18L5WLB44363	1998	FORD EXPEDITION	SUV
162		4SAT2D98HC081046	2016	SPARTAN PUMPER	1500GPM
163		4SAT2D98HC081047	2016	SPARTAN PUMPER	1500GPM
164	B8256C	1FAHP2H81HG111539	2017	FORD TAURUS	SEDAN
165	B8262C	1GNSKDEC9HR232298	2017	CHEVY TAHOE	SUV
166	B8272C	1FM5K8ARXHGC27559	2017	FORD EXPLORER AWD	SUV
142	93285C	3GNGK26K87G304591	2007	CHEVROLET SUBURBAN	SUV
167	43646D	1FMFU16587LA84189	2007	Ford Expedition	
154	42389D	1FMFU165X6LA73651	2006	Ford Expedition	
170	42388D	1FMFU16567LA87138	2007	Ford Expedition	
198	47266D	1FTSW21R78EE06534	2008	Ford F-250	F-250
C-99	25038D	1FMCU02171KC24181	2001	Ford Escape	
218	49350D	1HTMRAZL69H135155	2009	Navistar	
219	49351D	1HTMRAZL89H135156	2009	Navistar	
244	51039D	4S7AT2C979C071160	2010	H & W	
161	05450D	4S7AT2C996C055845	2007	H & W	
F-20	22767D	457AT41931CO37736	2001	H & W	
F-15	22764D	4S7AX4199YC033589	2000	Smeal	
249	53715D	1FDXE4FP0ADA27958	2010	Ford E450	
267	25048D	1FDXE40F5WHB72185	1998	Ford E450	
309	59141D	1FMCU9GXXFUC06125	2015	Escape	
310	59140D	1FMCU9GX1FUC06126	2015	Escape	
311	60142D	1FMCU9GX3FUC06127	2015	Escape	
315	60141D	1FM5K8AT6FGC67761	2015	Taurus	
333	62021D	1FAHP2H81GG111992	2015	Taurus	

[ORGANIZATIONAL STRUCTURE]



RESOLUTION NO. 2021- 617

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILL CREEK, WASHINGTON EXPRESSING THE INTENT TO PURSUE THE BENEFITS OF RECEIVING FIRE AND EMERGENCY MEDICAL SERVICES FROM THE SOUTH SNOHOMISH COUNTY REGIONAL FIRE AUTHORITY VIA ANNEXATION

WHEREAS, the City of Mill Creek (“the City”) and the South Snohomish County Fire & Rescue Regional Authority (“SCF”) share a contiguous border along the City’s West and most of the North boundary; and

WHEREAS, on December 3, 2020, the City received a Notice of Termination of Services from Snohomish County Fire Protection District No. 7 effective January 1, 2023; and

WHEREAS the City is a fire protection jurisdiction as defined in RCW 52.26.020(3); and

WHEREAS, RCW 52.26 authorizes two or more fire protection jurisdictions to participate in a regional fire services authority commonly known as a regional fire authority or “RFA”; and

WHEREAS, the City and SCF are interested in pursuing the potential operational efficiencies and cost savings over other available service providers, as a result of annexing into SCF; and

WHEREAS, both the City and SCF believe that the public health and safety of the citizens they serve will benefit from annexation into SCF;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MILL CREEK, WASHINGTON, THAT:

Section 1. Pursuant to RCW 52.26.300(2), the City requests annexation into the South Snohomish County Regional Fire, subject to the provisions of RCW 52.26.300(3) and voter approval.

Section 2. The City Clerk is instructed to file this Resolution with the Governing Board of SCF in accordance with RCW 52.26.300(2).

Adopted this 14th day of December 2021, by a vote of ___ for, ___ against and ___ abstaining.

APPROVED:

BRIAN HOLTZCLAW, MAYOR

ATTEST/AUTHENTICATED:

NAOMI FAY, CITY CLERK

APPROVED AS TO FORM:

GRANT DEGGINGER, CITY ATTORNEY

FILED WITH THE CITY CLERK: _____

PASSED BY THE CITY COUNCIL: _____

RESOLUTION NO.: 2021-_____

INTERLOCAL AGREEMENT FOR TEMPORARY PROVISION OF FIRE AND EMERGENCY MEDICAL SERVICES

THIS INTERLOCAL AGREEMENT by and between **SOUTH SNOHOMISH COUNTY FIRE & RESCUE REGIONAL FIRE AUTHORITY**, a Washington municipal corporation (the “RFA”) and the **CITY OF MILL CREEK**, a Washington city (the “City”) is for the provision of fire and emergency medical service operations.

WHEREAS, the City currently receives fire and emergency medical services from Snohomish County Regional Fire and Rescue (“SRFR”), pursuant to a Fire and Emergency Medical Services Agreement (“SRFR Agreement”);

WHEREAS, SRFR has provided the City with notice that the SRFR Agreement will terminate December 31, 2022;

WHEREAS, upon termination of the SRFR Agreement, the City will acquire title to Station 76 from SRFR per section 10.4.5 of the SRFR Agreement;

WHEREAS, the City will submit to the voters a measure to annex into the RFA at the April, 2022 special election;

WHEREAS, if the annexation measure fails, the City intends to conduct further outreach and education and to bring the annexation measure back to the voters at the February or April, 2023 special election;

WHEREAS, until such time as the City annexes into the RFA, the City will require the temporary provision of fire and emergency medical services through a contractual agreement;

WHEREAS, in the event that the voters do not approve the annexation measure at the February or April, 2022 election, the RFA is willing to contract with the City to provide fire and emergency medical services to the City as a temporary measure to enable the City additional time and opportunity to have a new annexation measure approved by the voters of the City at the February or April, 2023 election; and

WHEREAS, the RFA and the City are authorized, pursuant to Chapter 39.34 of the Revised Code of Washington, to enter into interlocal cooperation agreements which allow the RFA and the City to cooperate with each other to provide high quality services to the public in the most efficient manner possible.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the City and RFA hereto agree as follows:

Note: This is a preliminary draft of potentially relevant terms and conditions and has been prepared by South County Fire staff solely for discussion purposes. This document has not been discussed by, or approved by, the South County Fire Governing Board.

1. DEFINITIONS

The following definitions shall apply throughout this ILA.

- a. **City:** City of Mill Creek.
- b. **City Fire Station:** Fire Station 76.
- c. **Commencement Date:** January 1, 2023.
- d. **Contract Payment:** The amount that the City shall pay to the RFA pursuant to this ILA.
- e. **RFA:** South Snohomish County Fire & Rescue Regional Fire Authority.
- f. **Effective Date:** Upon mutual execution of the Parties.
- g. **RFA Fire Chief:** The Fire Chief of the RFA.
- h. **Firefighters:** Full-time, compensated employees, captains, firefighters, emergency medical technicians, and/or paramedics.
- i. **Insurance:** The term “insurance” as used in this ILA means either valid insurance offered and sold by a commercial insurance company or carrier approved to do business in the State of Washington by the Washington State Insurance Commissioner or valid self-insurance through a self-insurance pooling organization approved for operation in the State of Washington by the Washington State Risk Manager or any combination of valid commercial insurance and self-insurance pooling if both are approved for sale and/or operation in the State of Washington.
- j. **Law:** The term “law” refers to state and federal statutes and regulations. Unless expressly identified herein, City ordinances, codes and resolutions shall not be considered “law.”
- k. **Material Breach:** A Material Breach means the RFA’s failure to provide minimum staffing levels as described within this ILA, the City’s failure to timely pay the Contract Payment as described within this ILA, or the City’s or RFA’s failure to comply with other material terms of this ILA.
- l. **Wind-Up Period:** Except in the context of Material Breach, the 12 months immediately following notice of termination.

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2. SCOPE OF SERVICES

- 2.1 **Services Provided.** The RFA shall provide all services necessary for fire suppression, emergency medical service, hazardous materials response, technical rescue, and disaster response to a service area covering the corporate limits of the City of Mill Creek. In addition, the RFA shall provide support services including, but not limited to, fire marshal, fire prevention and life safety, public education, public information, and fleet maintenance, payroll and finances, human resources, and legal and risk management pertaining to the operations and delivery of the RFA's services.
- 2.2 **Training, Education, and Career Development.** The RFA shall provide training and education to all firefighter and emergency medical service personnel in accordance with State, County and local requirements.
- 2.3 **City Fire Chief.** The RFA Fire Chief shall be designated as the City Fire Chief for purposes of statutory provisions, regulations and the Mill Creek City Code.
- 2.4 **RFA Fire Chief Designates Fire Marshal.** The RFA Fire Chief shall designate an individual to serve as City Fire Marshal, and shall assign necessary personnel to support the functions and needs of the Fire Marshal as mutually agreed to and funded by the City. As employees of the RFA, the City Fire Marshal and Fire Inspector shall perform all of the customary roles and duties associated with their positions: fire prevention; fire investigation; code development, application, interpretation, and enforcement; permit processes; plans review; records retention, response to public records requests and other legal summons; fire and life safety public education; and other duties as assigned in the City.

3. STANDARDS FOR SERVICES/STAFFING

- 3.1 **Fire Station Staffing.** The City Fire Station shall be staffed 24 hours per day, seven days per week with five personnel, one of whom shall be a paramedic. Three staff shall be assigned to the Fire Apparatus and two staff shall be assigned to the EMS Unit.
- 3.2 **Staffing Exceptions.** Exceptions to the staffing requirements herein may occur in those unusual circumstances where there is a significant emergency event(s) in the RFA, the City, or other areas which are under a mutual aid agreement.
- 3.3 **Concurrent Emergencies.** It is understood and agreed by the parties that the dispatch of units during concurrent emergencies is determined by protocols of the dispatch centers, automatic and mutual aid agreements. Nothing herein shall require the RFA to respond first to the City of Mill Creek as opposed to other areas protected by the RFA. Rather, the parties recognize that responses to concurrent emergencies shall be determined by the RFA based upon the RFA's

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operational judgment and without regard to where the concurrent emergencies occur.

- 3.4 **Change in Level of Services.** Should the City desire to increase the level of services the RFA provides under this Agreement, the parties shall equitably renegotiate the Contract Payment using the same cost analysis which was utilized to determine the Contract Payment.

4. **USE OF CITY FIRE STATION**

- 4.1 **Use of City Fire Station.** The City shall retain ownership of City Fire Station during the term of this Agreement and shall make it available for use by, and at no charge to, the RFA pursuant to the terms set forth in **Exhibit B**.

5. **ANNUAL CONTRACT PAYMENT AND TRANSPORT FEES**

- 5.1 **Annual Contract Payment.** The City shall pay the RFA a sum referred to as the Contract Payment for the services provided herein. The Contract Payment is set forth on Exhibit A and shall be paid in equal monthly installments by the 10th day of each month; provided, however, that by mutual agreement of the Fire Chief and the City Manager, the Contract Payment may be paid quarterly with payments due on or before January 1, April 1, July 1 and October 1. Failure to pay installments in a timely manner shall be considered a Material Breach as defined in the Definitions section of this ILA. The RFA will issue invoices at least thirty (30) days in advance of the due date for an installment. Delinquent invoices will bear interest at the rate of 1% per month.

- 5.1.1 If a service level change requiring an adjustment in the Contract Payment occurs on a date other than January 1, the Contract Payment shall be adjusted on the effective date of the service level change, and the monthly installment payments shall be adjusted accordingly.

- 5.2 **Contract Payment Adjustment in the Event of Renewal.** In the event the parties mutually agree to renew this Agreement as provided herein beyond December 31, 2024, the Contract Payment shall be adjusted on January 1, 2025 as agreed by the Parties. The RFA shall, no later than September 1, 2024, submit to the City an invoice for the ensuing year, including any revision to the Contract Payment for the ensuing year. Such Contract Payment shall be calculated by applying the then existing RFA Fire Levy Rate and EMS Levy Rate to the City's assessed valuation plus an additional amount representing the RFA's Benefit Charge that the RFA would have collected on properties within the City if the City were annexed into the RFA.

- 5.3 **Annexation.** The City's Urban Growth Area contains property within the boundaries of the RFA. If the City annexes area within the RFA, the Contract Payment due from the City shall be increased to account for any annexed

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properties located within any RFA's taxing jurisdiction. The Contract Payment increase shall be the amount necessary to match the levy amount and Benefit Charge the RFA would collect from the annexed properties as if such properties were within the taxing jurisdiction of the RFA. The increase in the Contract Payment shall occur on the first month on which the RFA is no longer entitled to collect non-delinquent tax revenue from the annexed area pursuant to RCW 35.13.270(2).

5.4 **Significant Change in Cost of Providing Services.** In the event that there is a material and significant increase or decrease in the costs of providing services under this ILA because the RFA was required to comply with a legislative or regulatory decision by an entity other than the City, then at the request of either party, the City and RFA shall renegotiate this ILA and adjust Contract Payment to fully compensate the RFA for actual costs incurred by the RFA. An example of a significant increase in cost would be if the state required that fire engines be staffed with four firefighters per engine instead of three. If the City and RFA are unable to successfully renegotiate the Contract Payment in this context through good faith negotiations, then the Dispute Resolution provision of this ILA shall apply. Failure of either party to participate in, or comply with, the Dispute Resolution Procedures herein shall be deemed a Material Breach.

5.5 **EMS Transport Fees.** The RFA shall charge fees for the basic life support and advanced life support transports that it performs. As the EMS service provider for the City, the RFA shall be entitled to retain all EMS Transport Fees.

5.6 **Creating Unfunded Mandates.** The City shall not create any unfunded mandates for increased service or reporting by the RFA without fully compensating the RFA for actual costs incurred.

6. **ROLLING STOCK (APPARATUS AND VEHICLES)**

6.1 The RFA shall provide all apparatus and vehicles necessary to deliver the services set forth in this Agreement including but not limited to all fire apparatus and emergency medical service vehicles.

7. **EQUIPMENT**

7.1 The RFA shall provide all equipment necessary to deliver the services in this Agreement including but not limited to all material and equipment necessary to provide fire and emergency medical services to the City .

8. **OVERSIGHT AND REPORTING**

8.1 **Agreement Administrators.** The RFA Fire Chief and the City Manager and/or their designees, shall act as administrators of this ILA for purposes of RCW 39.34.030. During the term of this ILA, the RFA Fire Chief shall provide the City

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Manager with quarterly written reports concerning the provision of services under this ILA. The RFA Fire Chief shall present an annual report covering the previous calendar year to the Mill Creek City Council prior to March 1.

- 8.2 **Representation on Intergovernmental Boards.** The RFA shall represent the City on intergovernmental boards or on matters involving the provision of services under this ILA as reasonably requested by the City Manager. The City reserves the right to represent itself in any matter in which the interests of the City and the RFA are not aligned or whenever any matter relates to the appropriation of or expenditure of City funds beyond the terms of this ILA.

9. **EXISTING AGREEMENTS**

- 9.1 **DEM, SNO 911 and SERS.** The City currently has contractual relationships with other entities or agencies including the Department of Emergency Management (DEM) (or successor) and SNO 911. The City shall maintain its representation and financial obligations with those entities or agencies and will act to represent itself and retain authority to negotiate on its behalf. At the discretion of the City, the RFA may provide representation on behalf of the City on various committees, boards, and/or commissions as requested, as appropriate, and/or as agreed to by mutual agreement of the parties. The parties shall meet to address any changes to the foregoing entities that result in a change to the City's representation or financial obligations. During the term of this Agreement, the RFA will pay the periodic fire related payment obligations of the City of Mill Creek interlocal agreement with Sno911.

- 9.2 **Full Information as Basis for Relationship.** The City and RFA agree to coordinate their individual relationships with other entities and agencies so that the services under this ILA will be provided in an efficient and cost-effective manner. The City and RFA agree to keep each other fully informed and advised as to any changes in their respective relationships with those entities or agencies, whether or not those changes impact the City and/or the RFA obligations.

10. **TERM OF AGREEMENT**

- 10.1 **Two-Year Agreement.** This Agreement shall be effective upon the last date of signature by either Party and recording of the Agreement with the Snohomish County Auditor or posting of the Agreement on the website of either party. The Commencement Date of the Agreement shall be January 1, 2023. This ILA shall terminate on the earlier of the following: December 31, 2024 or the effective date of the annexation of the City into the RFA. The ILA may be renewed beyond December 31, 2024 for additional one (1)-year terms only by mutual agreement of the Parties.

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- 10.2 **Material Breach and Wind-Up Period.** In the event of a Material Breach of this ILA, the City and RFA shall, unless the City and RFA mutually agree otherwise, continue to perform their respective obligations under this ILA for up to twelve (12) months after notice of the Material Breach (the “Wind-Up Period”) provided, however, that the Wind-Up Period shall be (i) ninety (90) days if the Material Breach involves the City’s failure to make the Contract Payment; provided further, that during the Wind-Up Period, the City and RFA shall coordinate their efforts to prepare for the transition to other methods of providing fire and EMS services to the City. The City shall be responsible for all Contract Payment installments required herein until the conclusion of the Wind-Up Period.

11. **TERMINATION AND RETURN OF ASSETS**

- 11.1 **Termination Costs.** Except as otherwise provided herein, the costs associated with terminating this ILA shall be borne equally between the parties, or in the event of a Material Breach, by the breaching party, provided that in the following circumstances, the cost of termination shall be apportioned as provided below.

11.1.1 Termination Due to Change in Law or by Mutual Agreement. In the event that this ILA is terminated due to a change in law or by mutual agreement, each party shall bear its own costs associated with the termination.

- 11.2 **Duty to Mitigate Costs.** The City and RFA have an affirmative duty to mitigate their respective costs of termination, irrespective of the party who elects to terminate this ILA and irrespective of the party who must bear the costs of termination.

- 11.3 **Disposition of Assets to the City.** If this Agreement is terminated for any reason other than the annexation of the City into the RFA (in which case the disposition of assets will be determined by the RFA Plan and/or other agreement), the City and RFA agree to the following disposition of assets and equipment upon termination:

- a. **City Owned Assets.** Any assets owned by the City on the Termination Date shall be returned to the possession of the City.
- b. **RFA Owned Equipment.** Upon the Termination Date, the City shall purchase from the RFA at fair market value any RFA owned equipment which is used at the City Fire Station.
- c. **RFA Owned Rolling Stock.** The City may, with the concurrence of the RFA, purchase any rolling stock owned by the RFA which is stationed at the City Fire Station. Such purchase shall be at fair market value.

- 11.3.1 Fair Market Value Determination. The purchase price for any equipment which is to be purchased by the City at fair market value shall be agreed

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upon by the parties or, in the absence of agreement, such equipment shall be appraised by a mutually agreed upon third party who has experience in valuing such equipment.

- 11.3.2 **Payment.** The purchase price for the Equipment shall be paid within sixty (60) days following the Termination Date. The purchase price for any rolling stock shall be paid on terms and conditions mutually agreed to by the parties.

12. CITY AND DISTRICT ARE INDEPENDENT MUNICIPAL GOVERNMENTS

- 12.1 **Independent Governments.** The City and RFA recognize and agree that the City and RFA are independent governments. Except for the specific terms herein, nothing herein shall be construed to limit the discretion of the governing bodies of each party. Specifically, and without limiting the foregoing, the RFA shall have the sole discretion and the obligation to determine the exact method by which the services are provided within the RFA and within the City unless otherwise stipulated within this ILA.
- 12.2 **Resource Assignments.** The RFA shall assign the resources available to it not regarding internal political boundaries, but rather based upon the operational judgment of the RFA as exercised within the limitations and obligations of Sections 2.4 through 2.8.
- 12.3 **Debts and Obligations.** Neither the City nor RFA, except as expressly set forth herein or as required by law, shall be liable for any debts or obligations of the other.

13. INSURANCE

- 13.1 **Maintenance of Insurance.** For the duration of this ILA, each Party shall maintain insurance as follows: Each party shall maintain its own insurance policy insuring damage to its real and personal property and equipment if any. The City shall maintain an insurance policy insuring against liability for accidents occurring on City-owned property. Such insurance policy shall be in an amount not less than two million dollars (\$2,000,000.00) per occurrence with a deductible of not more than five thousand dollars (\$5,000.00). The RFA shall maintain an insurance policy insuring against liability arising out of work or operations performed by the RFA under this ILA in an amount not less than two million dollars (\$2,000,000.00) per occurrence with a deductible of not more than five thousand dollars (\$5,000.00).
- 13.2 **Hold Harmless.** To the extent each party's insurance coverage is not voided, each party agrees to defend, indemnify and hold harmless the other party, its officers, officials, employees and volunteers from any and all claims, costs, including reasonable attorneys' and expert witness fees, losses and judgments

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arising out of the negligent and intentional acts or omissions of such party's officers, officials, employees and volunteers in connection with the performance of the Agreement or the ILA. The provisions of this section shall survive the expiration or termination of the Agreement and the ILA.

- 13.3 **Mutual Waiver of Claims.** The RFA and City each release and relieve the other, and waive their right of recovery against the other, for loss or damage to the City Fire Station or any jointly owned property (if any) which arises out of the occurrence of any peril normally insured against in a standard "all risk" physical damage insurance policy and/or automobile physical damage insurance policy with comprehensive coverage. Each Party shall have its respective insurer endorse the applicable insurance policies to reflect the foregoing waiver, provided that such endorsement shall not be required if the applicable insurance policy permits the named insured to waive rights of subrogation on a blanket basis and the Parties disclose such waiver in writing, in which case such blanket waiver shall be acceptable.

14. **DISPUTE RESOLUTION**

It is the intent of the City and RFA to resolve all disputes between them without litigation. In the event that any dispute between the City and RFA cannot be resolved by good faith negotiations between the City and RFA, then the dispute resolution provision of this ILA shall apply. Excluded from these dispute resolution provisions are issues related to the legislative authority of the Mill Creek City Council to make budget and appropriation decisions, decisions to contract, establish levels of service or staffing as provided herein and Chapter 35.103 RCW and other policy matters that state law vests with the City Council. The above exclusions from the dispute resolution process shall not abridge the right of the RFA to pursue an increase in the Contract Payment as a result of any decision which, itself, is not subject to the Dispute Resolution provisions of this ILA. Nothing herein shall prevent either party from providing notice of termination of the ILA for a Material Breach prior to completion of the dispute resolution processes described below; however, such notice shall not affect any obligations to proceed with the Dispute Resolution provisions.

- 14.1 **Mediation.** Upon a request by either party to mediate a dispute that is subject to the Dispute Resolution provisions, the parties shall mutually agree upon a mediator. If the City and RFA cannot agree upon a mediator within ten (10) business days after such request, the City and RFA shall submit the matter to the Judicial Arbitration and Mediation Service (JAMS) and request that a mediator be appointed. This requirement to mediate the dispute may only be waived by mutual written agreement before a party may proceed to litigation as provided within this ILA. Except for unusual reasons beyond the reasonable control of either party, mediation shall be completed within ninety (90) days after the mediator is selected. Any expenses incidental to mediation, including the mediator's fee, shall be borne equally by the City and RFA.

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- 14.2 **Litigation.** In the event that a dispute cannot be resolved following mediation, either party may file an action in Superior Court. Jurisdiction and venue for such actions shall lie exclusively in Superior Court for Snohomish County, Washington. The party substantially prevailing in any such action or proceeding shall be awarded its reasonable costs and attorneys' fees.

15. **MISCELLANEOUS PROVISIONS**

- 15.1 **Noticing Procedures.** All notices, demands, requests, consents and approvals which may, or are required to be given by any party to any other party hereunder, shall be in writing and shall be deemed to have been duly given if delivered personally, sent by electronic mail (provided a read receipt is obtained by the sender), sent by nationally recognized overnight delivery service, or if mailed or deposited in the United States mail, sent by registered or certified mail, return receipt requested and postage prepaid to:

RFA Secretary:
**South Snohomish County Fire &
Rescue Regional Fire Authority**
12425 Meridian Avenue
Everett, WA 98208

City Clerk:
City of Mill Creek
15728 Main Street
Mill Creek, WA 98012

Or, to such other address as the foregoing City and RFA hereto may from time-to-time designate in writing and deliver in a like manner. All notices shall be deemed complete upon actual receipt or refusal to accept delivery. Facsimile or electronic transmission of any signed original document and retransmission of any signed facsimile or electronic transmission shall be the same as delivery of an original document.

- 15.2 **Other Cooperative Agreements.** Nothing in the ILA shall preclude the City and the RFA from entering into contracts for service in support of this ILA.
- 15.3 **Public Duty Doctrine.** This ILA shall not be construed to provide any benefits to any third parties. Specifically, and without limiting the foregoing, this ILA shall not create or be construed as creating an exception to the Public Duty Doctrine. The City and RFA shall cooperate in good faith and execute such documents as necessary to effectuate the purposes and intent of this ILA.
- 15.4 **Entire Agreement.** The entire agreement between the City and RFA hereto is contained in this ILA and exhibits thereto. This ILA supersedes all of their previous understandings and agreements, written and oral, with respect to this transaction. Only those exhibits referenced in this ILA shall continue to be effective.
- 15.5 **Amendment.** This ILA may be amended only by written instrument approved by the governing bodies of the City and RFA subsequent to the date hereof.

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Dated this ____ day of _____ 2022.

**SOUTH SNOHOMISH COUNTY FIRE &
RESCUE REGIONAL FIRE AUTHORITY**

Greg Urban, Board Chair

Chris Teofilak, Vice Chair

David Chan, Commissioner

Jim Kenny, Commissioner

Mark Laurence, Commissioner

Derek Daniels, Commissioner

ATTEST:

Melissa Blankenship, Executive Assistant to
the Board of Commissioners

Approved as to form:

Richard A. Davis III, RFA Attorney

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CITY OF MILL CREEK

Martin Yamamoto, Interim City Manager

ATTEST:

By: _____
Its: City Clerk

Approved as to form:

Grant Degginger, City Attorney

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EXHIBIT A
CONTRACT PAYMENT

2023: \$5,978,082

2024: \$6,152,163

DRAFT

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EXHIBIT B

USE OF FIRE STATION

For as long as the ILA remains in effect, the City hereby grants to the RFA exclusive use and possession of Station 76 on the terms and conditions described below.

1. **Fire Station.** The City shall provide use of Station 76 located at 1020 153RD Street SE in the City of Mill Creek, Washington in “As-Is” condition.
2. **No Use Charge.** No use charge shall be assessed to the RFA. The parties agree that the rights and contractual obligations contained within the ILA constitute adequate consideration for RFA use and possession of the premises.
3. **Utilities and Services.** The City shall ensure the availability of all utilities necessary for the use of the premises, to include: water, sewer, garbage, heating, air conditioning, electrical power, telephone and information technology/system data lines.
 - 3.1 **Cost for Utilities.** The RFA shall be responsible for the cost of all utilities used on the premises. If a separate meter is unavailable for any utility that the RFA is responsible to pay, then the cost shall be equitably apportioned to the RFA in a manner agreeable to both parties.
4. **Conditions and Repairs.** The RFA acknowledges that the premises has been continuously used to provide fire and emergency services and that its current condition is acceptable for the RFA to continue providing fire and emergency services.
5. **Improvements.** Because it is anticipated that the City will seek to have the voters approve annexation into the RFA while the RFA is occupying the premises, no major capital improvements to the premises are anticipated during the RFA’s tenancy . In the event that the City’s ownership of Station 76 continues after December 31,2024, the parties will meet and confer in good faith in an effort to mutually agree upon any necessary capital improvements, a budget and timetable for completion of the improvements. The City shall pay for such improvements.
6. **Removal of Personal Property Upon Termination of Agreement for Reasons Other than Annexation.** Upon termination of this ILA for any reason other than the annexation of the City into the RFA, the RFA shall remove all non-fixed equipment and personal property placed upon the premises by the RFA during the period of this ILA unless those items are subject to purchase by the City as provided in the ILA. Any personal property not removed from the Fire Station within 60 days after termination of this ILA shall become the property of the City.

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7. **Maintenance of Premises.**

- 7.1 In consideration of retention of the EMS Transport Fees, the parties agree that maintenance of Station 76 and all improvements thereon is the sole responsibility of the RFA; provided, however, the City shall ensure that Station 76 has access to all utilities.
- 7.2 All janitorial services for routine cleaning of the buildings, property and grounds shall be the responsibility of the RFA.

8. **Insurance and Financial Security.**

- 8.1 The parties agree that the City shall not be responsible to the RFA for any property loss or damage done to the RFA's personal property occasioned by reason of any fire, storm or other casualty whatsoever beyond the control of the City beyond the proceeds of any available insurance. The RFA shall insure its personal property located on the premises.
- 8.2 The RFA shall not be responsible to the City for any loss or damage to the building or premises that is not solely caused by the negligence of the RFA. The City shall insure the premises and buildings against such loss or damage. The RFA shall repair any damage to the buildings caused by its sole negligence. In the event such damage is caused by the parties' concurrent negligence, each party shall be responsible to repair according to its percentage of fault.
- 8.3 In the event of a casualty loss that renders the premises reasonably unsuitable for the use set forth herein, the City shall work in good faith to provide the RFA with another suitable location(s) for the RFA until such time as the premises have been repaired. The cost of repairs, and the costs of relocation between the premises and the substitute location(s), shall be borne by the City.

9. **Indemnification for Environmental Claims.** Each party shall indemnify and hold the other party harmless from any and all claims, demands, judgments, orders, or damages resulting from the release of hazardous substances on the premises caused in whole or in part by the activity of the indemnifying party, its agents, employees, licensees or invitees. The term "hazardous substances" shall mean any substance heretofore or hereafter designated as hazardous under the Resource Conservation and Recovery Act, 42 U.S.C. Sec. 6901 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. Sec. 1257 et seq.; the Clean Air Act, 42 U.S.C. Sec. 2001 et seq.; the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. Sec. 9601 et. Seq.; or the Hazardous Waste Cleanup-Model Toxic Control Act, RCW 70.105D all as amended and subject to all regulations promulgated thereunder.

10. **Indemnification and Hold Harmless.** Each party agrees to protect, save, defend, hold harmless and indemnify the other party, its officers, employees, volunteers and agents from any and all demands, claims, judgments, or liability for loss or damage arising out

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of accidents, injuries, third party property damage or other loss on the premises, occasioned by either the negligent or willful conduct of the indemnifying party, regardless of who the injured party may be. In the event that any accident, injury or loss is the result of the concurrent negligence of the parties, then each party shall pay its adjudicated proportionate share of any loss.

11. **Termination of Agreement.** Upon termination of this ILA or any extension thereof, whether by expiration of the stated term or sooner termination thereon as provided in the ILA, the RFA shall surrender to City the premises peaceably and quietly.

12. **Default and Remedies.**

- 12.1 Failure of the City to perform or fund repair to the buildings or premises as described in Section 8 within a reasonable period after notice by the RFA shall constitute a Material Breach under the terms of this ILA.

- 12.2 If the City fails to timely perform the repair under the conditions described in Section 8 above after notification and ninety (90) days to cure, the RFA may have such repair performed at City expense. The cost of the repair or maintenance shall be forwarded to the City, which shall pay the cost within thirty (30) days after notice. Notwithstanding anything to the contrary, the City shall not be in breach of any repair obligation herein if the repair cannot be completed within the time set forth herein so long as the City is diligently pursuing completion of the repairs.

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INTERLOCAL AGREEMENT FOR TEMPORARY PROVISION OF FIRE AND EMERGENCY MEDICAL SERVICES

THIS INTERLOCAL AGREEMENT by and between **SOUTH SNOHOMISH COUNTY FIRE & RESCUE REGIONAL FIRE AUTHORITY**, a Washington municipal corporation (the “RFA”) and the **CITY OF MILL CREEK**, a Washington city (the “City”) is for the provision of fire and emergency medical service operations.

WHEREAS, the City currently receives fire and emergency medical services from Snohomish County Regional Fire and Rescue (“SRFR”), District No. 7 (“District 7”) pursuant to a Fire and Emergency Medical Services Agreement (“District 7 SRFR Agreement”);

WHEREAS, District 7 SRFR has provided the City with notice that the District 7 SRFR Agreement will terminate December 31, 2022;

WHEREAS, upon termination of the District 7 SRFR Agreement, the City will acquire title to Station 76 from District 7 SRFR per section 10.4.5 of the District 7 SRFR Agreement;

WHEREAS, the City will submit to the voters a measure to annex into the RFA at the February or April, 2022 special election;

WHEREAS, if the annexation measure fails, the City intends to conduct further outreach and education and to bring the annexation measure back to the voters at the February or April, 2023 special election;

WHEREAS, until such time as the City annexes into the RFA, the City will require the temporary provision of fire and emergency medical services through a contractual agreement;

WHEREAS, in the event that the voters do not approve the annexation measure at the February or April, 2022 election, the RFA is willing to contract with the City to provide fire and emergency medical services to the City as a temporary measure to enable the City additional time and opportunity to have a new annexation measure approved by the voters of the City at the February or April, 2023 election; and

WHEREAS, the RFA and the City are authorized, pursuant to Chapter 39.34 of the Revised Code of Washington, to enter into interlocal cooperation agreements which allow the RFA and the City to cooperate with each other to provide high quality services to the public in the most efficient manner possible.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the City and RFA hereto agree as follows:

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1. DEFINITIONS

The following definitions shall apply throughout this ILA.

- a. **City:** City of Mill Creek.
- b. **City Fire Station:** Fire Station 76.
- c. **Commencement Date:** January 1, 2023.
- d. **Contract Payment:** The amount that the City shall pay to the RFA pursuant to this ILA.
- e. **RFA:** South Snohomish County Fire & Rescue Regional Fire Authority.
- f. **Effective Date:** Upon mutual execution of the Parties.
- g. **RFA Fire Chief:** The Fire Chief of the RFA.
- h. **Firefighters:** Full-time, compensated employees, captains, firefighters, emergency medical technicians, and/or paramedics.
- i. **Insurance:** The term “insurance” as used in this ILA means either valid insurance offered and sold by a commercial insurance company or carrier approved to do business in the State of Washington by the Washington State Insurance Commissioner or valid self-insurance through a self-insurance pooling organization approved for operation in the State of Washington by the Washington State Risk Manager or any combination of valid commercial insurance and self-insurance pooling if both are approved for sale and/or operation in the State of Washington.
- j. **Law:** The term “law” refers to state and federal statutes and regulations. Unless expressly identified herein, City ordinances, codes and resolutions shall not be considered “law.”
- k. **Material Breach:** A Material Breach means the RFA’s failure to provide minimum staffing levels as described within this ILA, the City’s failure to timely pay the Contract Payment as described within this ILA, or the City’s or RFA’s failure to comply with other material terms of this ILA.
- l. **Wind-Up Period:** Except in the context of Material Breach, the 12 months immediately following notice of termination.

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2. SCOPE OF SERVICES

- 2.1 **Services Provided.** The RFA shall provide all services necessary for fire suppression, emergency medical service, hazardous materials response, technical rescue, and disaster response to a service area covering the corporate limits of the City of Mill Creek. In addition, the RFA shall provide support services including, but not limited to, fire marshal, fire prevention and life safety, public education, public information, and fleet maintenance, payroll and finances, human resources, and legal and risk management pertaining to the operations and delivery of the RFA's services.
- 2.2 **Training, Education, and Career Development.** The RFA shall provide training and education to all firefighter and emergency medical service personnel in accordance with State, County and local requirements.
- 2.3 **City Fire Chief.** The RFA Fire Chief shall be designated as the City Fire Chief for purposes of statutory provisions, regulations and the Mill Creek City Code.
- 2.4 **RFA Fire Chief Designates Fire Marshal.** The RFA Fire Chief shall designate an individual to serve as City Fire Marshal, and shall assign necessary personnel to support the functions and needs of the Fire Marshal as mutually agreed to and funded by the City. As employees of the RFA, the City Fire Marshal and Fire Inspector shall perform all of the customary roles and duties associated with their positions: fire prevention; fire investigation; code development, application, interpretation, and enforcement; permit processes; plans review; records retention, response to public records requests and other legal summons; fire and life safety public education; and other duties as assigned in the City.

3. STANDARDS FOR SERVICES/STAFFING

- 3.1 **Fire Station Staffing.** The City Fire Station shall be staffed 24 hours per day, seven days per week with five personnel, one of whom shall be a paramedic. Three staff shall be assigned to the Fire Apparatus and two staff shall be assigned to the EMS Unit.
- 3.2 **Staffing Exceptions.** Exceptions to the staffing requirements herein may occur in those unusual circumstances where there is a significant emergency event(s) in the RFA, the City, or other areas which are under a mutual aid agreement.
- 3.3 **Concurrent Emergencies.** It is understood and agreed by the parties that the dispatch of units during concurrent emergencies is determined by protocols of the dispatch centers, automatic and mutual aid agreements. Nothing herein shall require the RFA to respond first to the City of Mill Creek as opposed to other areas protected by the RFA. Rather, the parties recognize that responses to concurrent emergencies shall be determined by the RFA based upon the RFA's

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operational judgment and without regard to where the concurrent emergencies occur.

- 3.4 **Change in Level of Services.** Should the City desire to increase the level of services the RFA provides under this Agreement, the parties shall equitably renegotiate the Contract Payment using the same cost analysis which was utilized to determine the Contract Payment.

4. **USE OF CITY FIRE STATION**

- 4.1 **Use of City Fire Station.** The City shall retain ownership of City Fire Station during the term of this Agreement and shall make it available for use by, and at no charge to, the RFA pursuant to the terms set forth in **Exhibit B**.

5. **ANNUAL CONTRACT PAYMENT AND TRANSPORT FEES**

- 5.1 **Annual Contract Payment.** The City shall pay the RFA a sum referred to as the Contract Payment for the services provided herein. The Contract Payment is set forth on Exhibit A and shall be paid in equal monthly installments by the 10th day of each month; provided, however, that by mutual agreement of the Fire Chief and the City Manager, the Contract Payment may be paid quarterly with payments due on or before January 1, April 1, July 1 and October 1. Failure to pay ~~monthly~~ installments in a timely manner shall be considered a Material Breach as defined in the Definitions section of this ILA. The RFA will issue invoices at least thirty (30) days in advance of the due date for an installment. Delinquent invoices will bear interest at the rate of 1% per month.

- 5.1.1 If a service level change requiring an adjustment in the Contract Payment occurs on a date other than January 1, the Contract Payment shall be adjusted on the effective date of the service level change, and the monthly installment payments shall be adjusted accordingly.

- 5.2 **Contract Payment Adjustment in the Event of Renewal.** In the event the parties mutually agree to renew this Agreement as provided herein beyond December 31, 2024, the Contract Payment shall be adjusted on January 1, 2025 as agreed by the Parties. The RFA shall, no later than September 1, 2024, submit to the City an invoice for the ensuing year, including any revision to the Contract Payment for the ensuing year. Such Contract Payment shall be calculated by applying the then existing RFA Fire Levy Rate and EMS Levy Rate to the City's assessed valuation plus an additional amount representing the RFA's Benefit Charge that the RFA would have collected on properties within the City if the City were annexed into the RFA.

- 5.3 **Annexation.** The City's Urban Growth Area contains property within the boundaries of the RFA. If the City annexes area within the RFA, the Contract Payment due from the City shall be increased to account for any annexed

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properties located within any RFA's taxing jurisdiction. The Contract Payment increase shall be the amount necessary to match the levy amount and Benefit Charge the RFA would collect from the annexed properties as if such properties were within the taxing jurisdiction of the RFA. The increase in the Contract Payment shall occur on the first month on which the RFA is no longer entitled to collect non-delinquent tax revenue from the annexed area pursuant to RCW 35.13.270(2).

5.4 **Significant Change in Cost of Providing Services.** In the event that there is a material and significant increase or decrease in the costs of providing services under this ILA because the RFA was required to comply with a legislative or regulatory decision by an entity other than the City, then at the request of either party, the City and RFA shall renegotiate this ILA and adjust Contract Payment to fully compensate the RFA for actual costs incurred by the RFA. An example of a significant increase in cost would be if the state required that fire engines be staffed with four firefighters per engine instead of three. If the City and RFA are unable to successfully renegotiate the Contract Payment in this context through good faith negotiations, then the Dispute Resolution provision of this ILA shall apply. Failure of either party to participate in, or comply with, the Dispute Resolution Procedures herein shall be deemed a Material Breach.

5.5 **EMS Transport Fees.** The RFA shall charge fees for the basic life support and advanced life support transports that it performs. As the EMS service provider for the City, the RFA shall be entitled to retain all EMS Transport Fees.

5.6 **Creating Unfunded Mandates.** The City shall not create any unfunded mandates for increased service or reporting by the RFA without fully compensating the RFA for actual costs incurred.

6. **ROLLING STOCK (APPARATUS AND VEHICLES)**

6.1 The RFA shall provide all apparatus and vehicles necessary to deliver the services set forth in this Agreement including but not limited to all fire apparatus and emergency medical service vehicles.

7. **EQUIPMENT**

7.1 The RFA shall provide all equipment necessary to deliver the services in this Agreement including but not limited to all material and equipment necessary to provide fire and emergency medical services to the City .

8. **OVERSIGHT AND REPORTING**

8.1 **Agreement Administrators.** The RFA Fire Chief and the City Manager and/or their designees, shall act as administrators of this ILA for purposes of RCW 39.34.030. During the term of this ILA, the RFA Fire Chief shall provide the City

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Manager with quarterly written reports concerning the provision of services under this ILA. The RFA Fire Chief shall present an annual report covering the previous calendar year to the Mill Creek City Council prior to March 1.

- 8.2 **Representation on Intergovernmental Boards.** The RFA shall represent the City on intergovernmental boards or on matters involving the provision of services under this ILA as reasonably requested by the City Manager. The City reserves the right to represent itself in any matter in which the interests of the City and the RFA are not aligned or whenever any matter relates to the appropriation of or expenditure of City funds beyond the terms of this ILA.

9. EXISTING AGREEMENTS

- 9.1 **DEM, SNO 911 and SERS.** The City currently has contractual relationships with other entities or agencies including the Department of Emergency Management (DEM) (or successor) and SNO 911. The City shall maintain its representation and financial obligations with those entities or agencies and will act to represent itself and retain authority to negotiate on its behalf. At the discretion of the City, the RFA may provide representation on behalf of the City on various committees, boards, and/or commissions as requested, as appropriate, and/or as agreed to by mutual agreement of the parties. The parties shall meet to address any changes to the foregoing entities that result in a change to the City's representation or financial obligations. During the term of this Agreement, the RFA will pay the periodic fire related payment obligations of the City of Mill Creek interlocal agreement with Sno911.

- ~~9.2 **Mutual and Automatic Aid.** The RFA shall assume any of the City's remaining contractual responsibility and obligations for the provision of mutual and automatic aid.~~

- 9.39.2 **Full Information as Basis for Relationship.** The City and RFA agree to coordinate their individual relationships with other entities and agencies so that the services under this ILA will be provided in an efficient and cost-effective manner. The City and RFA agree to keep each other fully informed and advised as to any changes in their respective relationships with those entities or agencies, whether or not those changes impact the City and/or the RFA obligations.

10. TERM OF AGREEMENT

- 10.1 **Two-Year Agreement.** This Agreement shall be effective upon the last date of signature by either Party and recording of the Agreement with the Snohomish County Auditor or posting of the Agreement on the website of either party. The Commencement Date of the Agreement shall be January 1, 2023. This ILA shall terminate on the earlier of the following: December 31, 2024 or the effective date of the annexation of the City into the RFA. The ILA may be renewed beyond

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December 31, 2024 for additional one (1)-year terms only by mutual agreement of the Parties.

- 10.2 **Material Breach and Wind-Up Period.** In the event of a Material Breach of this ILA, the City and RFA shall, unless the City and RFA mutually agree otherwise, continue to perform their respective obligations under this ILA for up to twelve (12) months after notice of the Material Breach (the “Wind-Up Period”) provided, however, that the Wind-Up Period shall be (i) ninety (90) days if the Material Breach involves the City’s failure to make the Contract Payment; provided further, that during the Wind-Up Period, the City and RFA shall coordinate their efforts to prepare for the transition to other methods of providing fire and EMS services to the City. The City shall be responsible for all Contract Payment installments required herein until the conclusion of the Wind-Up Period.

11. **TERMINATION AND RETURN OF ASSETS**

- 11.1 **Termination Costs.** Except as otherwise provided herein, the costs associated with terminating this ILA shall be borne equally between the parties, or in the event of a Material Breach, by the breaching party, provided that in the following circumstances, the cost of termination shall be apportioned as provided below.

11.1.1 Termination Due to Change in Law or by Mutual Agreement. In the event that this ILA is terminated due to a change in law or by mutual agreement, each party shall bear its own costs associated with the termination.

- 11.2 **Duty to Mitigate Costs.** The City and RFA have an affirmative duty to mitigate their respective costs of termination, irrespective of the party who elects to terminate this ILA and irrespective of the party who must bear the costs of termination.

- 11.3 **Disposition of Assets to the City.** If this Agreement is terminated for any reason other than the annexation of the City into the RFA (in which case the disposition of assets will be determined by the RFA Plan and/or other agreement), the City and RFA agree to the following disposition of assets and equipment upon termination:

- a. **City Owned Assets.** Any assets owned by the City on the Termination Date shall be returned to the possession of the City.
- b. **RFA Owned Equipment.** Upon the Termination Date, the City shall purchase from the RFA at fair market value any RFA owned equipment which is used at the City Fire Station.
- c. **RFA Owned Rolling Stock.** The City may, with the concurrence of the RFA, purchase any rolling stock owned by the RFA which is stationed at the City Fire Station. Such purchase shall be at fair market value.

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11.3.1 Fair Market Value Determination. The purchase price for any equipment which is to be purchased by the City at fair market value shall be agreed upon by the parties or, in the absence of agreement, such equipment shall be appraised by a mutually agreed upon third party who has experience in valuing such equipment.

11.3.2 Payment. The purchase price for the Equipment shall be paid within sixty (60) days following the Termination Date. The purchase price for any rolling stock shall be paid on terms and conditions mutually agreed to by the parties.

12. CITY AND DISTRICT ARE INDEPENDENT MUNICIPAL GOVERNMENTS

12.1 **Independent Governments.** The City and RFA recognize and agree that the City and RFA are independent governments. Except for the specific terms herein, nothing herein shall be construed to limit the discretion of the governing bodies of each party. Specifically, and without limiting the foregoing, the RFA shall have the sole discretion and the obligation to determine the exact method by which the services are provided within the RFA and within the City unless otherwise stipulated within this ILA.

12.2 **Resource Assignments.** The RFA shall assign the resources available to it not regarding internal political boundaries, but rather based upon the operational judgment of the RFA as exercised within the limitations and obligations of Sections 2.4 through 2.8.

12.3 **Debts and Obligations.** Neither the City nor RFA, except as expressly set forth herein or as required by law, shall be liable for any debts or obligations of the other.

13. INSURANCE

13.1 **Maintenance of Insurance.** For the duration of this ILA, each Party shall maintain insurance as follows: Each party shall maintain its own insurance policy insuring damage to its real and personal property and equipment if any. The City shall maintain an insurance policy insuring against liability for accidents occurring on City-owned property. Such insurance policy shall be in an amount not less than two million dollars (\$2,000,000.00) per occurrence with a deductible of not more than five thousand dollars (\$5,000.00). The RFA shall maintain an insurance policy insuring against liability arising out of work or operations performed by the RFA under this ILA in an amount not less than two million dollars (\$2,000,000.00) per occurrence with a deductible of not more than five thousand dollars (\$5,000.00).

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13.2 **Hold Harmless.** To the extent each party's insurance coverage is not voided, each party agrees to defend, indemnify and hold harmless the other party, its officers, officials, employees and volunteers from any and all claims, costs, including reasonable attorneys' and expert witness fees, losses and judgments arising out of the negligent and intentional acts or omissions of such party's officers, officials, employees and volunteers in connection with the performance of the Agreement or the ILA. The provisions of this section shall survive the expiration or termination of the Agreement and the ILA.

13.3 **Mutual Waiver of Claims.** The RFA and City each release and relieve the other, and waive their right of recovery against the other, for loss or damage to the City Fire Station or any jointly owned property (if any) which arises out of the occurrence of any peril normally insured against in a standard "all risk" physical damage insurance policy and/or automobile physical damage insurance policy with comprehensive coverage. Each Party shall have its respective insurer endorse the applicable insurance policies to reflect the foregoing waiver, provided that such endorsement shall not be required if the applicable insurance policy permits the named insured to waive rights of subrogation on a blanket basis and the Parties disclose such waiver in writing, in which case such blanket waiver shall be acceptable.

14. **DISPUTE RESOLUTION**

It is the intent of the City and RFA to resolve all disputes between them without litigation. In the event that any dispute between the City and RFA cannot be resolved by good faith negotiations between the City and RFA, then the dispute resolution provision of this ILA shall apply. Excluded from these dispute resolution provisions are issues related to the legislative authority of the Mill Creek City Council to make budget and appropriation decisions, decisions to contract, establish levels of service or staffing as provided herein and Chapter 35.103 RCW and other policy matters that state law vests with the City Council. The above exclusions from the dispute resolution process shall not abridge the right of the RFA to pursue an increase in the Contract Payment as a result of any decision which, itself, is not subject to the Dispute Resolution provisions of this ILA. Nothing herein shall prevent either party from providing notice of termination of the ILA for a Material Breach prior to completion of the dispute resolution processes described below; however, such notice shall not affect any obligations to proceed with the Dispute Resolution provisions.

14.1 **Mediation.** Upon a request by either party to mediate a dispute that is subject to the Dispute Resolution provisions, the parties shall mutually agree upon a mediator. If the City and RFA cannot agree upon a mediator within ten (10) business days after such request, the City and RFA shall submit the matter to the Judicial Arbitration and Mediation Service (JAMS) and request that a mediator be appointed. This requirement to mediate the dispute may only be waived by mutual written agreement before a party may proceed to litigation as provided within this ILA. Except for unusual reasons beyond the reasonable control of

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either party, mediation shall be completed within ninety (90) days after the mediator is selected. Any expenses incidental to mediation, including the mediator's fee, shall be borne equally by the City and RFA.

- 14.2 **Litigation.** In the event that a dispute cannot be resolved following mediation, either party may file an action in Superior Court. Jurisdiction and venue for such actions shall lie exclusively in Superior Court for Snohomish County, Washington. ~~Each party expressly waives the right to a jury trial.~~ The party substantially prevailing in any such action or proceeding shall be awarded its reasonable costs and attorneys' fees.

15. MISCELLANEOUS PROVISIONS

- 15.1 **Noticing Procedures.** All notices, demands, requests, consents and approvals which may, or are required to be given by any party to any other party hereunder, shall be in writing and shall be deemed to have been duly given if delivered personally, sent by electronic mail (provided a read receipt is obtained by the sender), sent by nationally recognized overnight delivery service, or if mailed or deposited in the United States mail, sent by registered or certified mail, return receipt requested and postage prepaid to:

**RFA Secretary:
South Snohomish County Fire &
Rescue Regional Fire Authority
12425 Meridian Avenue
Everett, WA 98208**

**City Clerk:
City of Mill Creek
15728 Main Street
Mill Creek, WA 98012**

Or, to such other address as the foregoing City and RFA hereto may from time-to-time designate in writing and deliver in a like manner. All notices shall be deemed complete upon actual receipt or refusal to accept delivery. Facsimile or electronic transmission of any signed original document and retransmission of any signed facsimile or electronic transmission shall be the same as delivery of an original document.

- 15.2 **Other Cooperative Agreements.** Nothing in the ILA shall preclude the City and the RFA ~~from~~ entering into contracts for service in support of this ILA.
- 15.3 **Public Duty Doctrine.** This ILA shall not be construed to provide any benefits to any third parties. Specifically, and without limiting the foregoing, this ILA shall not create or be construed as creating an exception to the Public Duty Doctrine. The City and RFA shall cooperate in good faith and execute such documents as necessary to effectuate the purposes and intent of this ILA.
- 15.4 **Entire Agreement.** The entire agreement between the City and RFA hereto is contained in this ILA and exhibits thereto. This ILA supersedes all of their previous understandings and agreements, written and oral, with respect to this

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transaction. ~~This ILA supersedes the Agreement except where provisions have expressly been omitted for clarity and conciseness.~~ Only those exhibits referenced in this ILA shall continue to be effective.

15.5 **Amendment.** This ILA may be amended only by written instrument approved by the governing bodies of the City and RFA subsequent to the date hereof.

Dated this ____ day of _____ 202~~23~~²⁴.

**SOUTH SNOHOMISH COUNTY FIRE &
RESCUE REGIONAL FIRE AUTHORITY**

Greg Urban, Board Chair

Jim Kenny, Commissioner

Chris Teofilak, Vice Chair

Mark Laurence, Commissioner

David Chan, Commissioner

~~Bob Meador~~ Derek Daniels, Commissioner

ATTEST:

Melissa Blankenship, Executive Assistant to
the Board of Commissioners

Approved as to form:

Richard A. Davis III, RFA Attorney

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CITY OF MILL CREEK

Martin Yamamoto, Interim City Manager

ATTEST:

By: _____
Its: City Clerk

Approved as to form:

Grant Degginger, City Attorney

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EXHIBIT A
CONTRACT PAYMENT

2023: \$5,978,082

2024: \$6,152,163

DRAFT

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EXHIBIT B

USE OF FIRE STATION

For as long as the ILA remains in effect, the City hereby grants to the RFA exclusive use and possession of Station 76 on the terms and conditions described below.

1. **Fire Station.** The City shall provide use of Station 76 located at 1020 153RD Street SE in the City of Mill Creek, Washington in “As-Is” condition.
2. **No Use Charge.** No use charge shall be assessed to the RFA. The parties agree that the rights and contractual obligations contained within the ILA constitute adequate consideration for RFA use and possession of the premises.
3. **Utilities and Services.** The City shall ensure the availability of all utilities necessary for the use of the premises, to include: water, sewer, garbage, heating, air conditioning, electrical power, telephone and information technology/system data lines.
 - 3.1 **Cost for Utilities.** The RFA shall be responsible for the cost of all utilities used on the premises. If a separate meter is unavailable for any utility that the RFA is responsible to pay, then the cost shall be equitably apportioned to the RFA in a manner agreeable to both parties.
4. **Conditions and Repairs.** The RFA acknowledges that the premises has been continuously used to provide fire and emergency services and that its current condition is acceptable for the RFA to continue providing fire and emergency services.
5. **Improvements.** Because it is anticipated that the City will seek to have the voters approve annexation into the RFA while the RFA is occupying the premises, no major capital improvements to the premises are anticipated during the RFA’s tenancy . In the event that the City’s ownership of Station 76 continues after December 31,2024, the parties will meet and confer in good faith in an effort to mutually agree upon any necessary capital improvements, a budget and timetable for completion of the improvements. The City shall pay for such improvements.
6. **Removal of Personal Property Upon Termination of Agreement for Reasons Other than Annexation.** Upon termination of this ILA for any reason other than the annexation of the City into the RFA, the RFA shall remove all non-fixed equipment and personal property placed upon the premises by the RFA during the period of this ILA unless those items are subject to purchase by the City as provided in the ILA. Any personal property not removed from the Fire Station within 60 days after termination of this ILA shall become the property of the City.

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7. **Maintenance of Premises.**

- 7.1 In consideration of retention of the EMS Transport Fees, the parties agree that maintenance of Station 76 and all improvements thereon is the sole responsibility of the RFA; provided, however, the City shall ensure that Station 76 has access to all utilities.
- 7.2 All janitorial services for routine cleaning of the buildings, property and grounds shall be the responsibility of the RFA.

8. **Insurance and Financial Security.**

- 8.1 The parties agree that the City shall not be responsible to the RFA for any property loss or damage done to the RFA's personal property occasioned by reason of any fire, storm or other casualty whatsoever beyond the control of the City beyond the proceeds of any available insurance. The RFA shall insure its personal property located on the premises.
- 8.2 The RFA shall not be responsible to the City for any loss or damage to the building or premises that is not solely caused by the negligence of the RFA. The City shall insure the premises and buildings against such loss or damage. The RFA shall repair any damage to the buildings caused by its sole negligence. In the event such damage is caused by the parties' concurrent negligence, each party shall be responsible to repair according to its percentage of fault.
- 8.3 In the event of a casualty loss that renders the premises reasonably unsuitable for the use set forth herein, the City shall work in good faith to provide the RFA with another suitable location(s) for the RFA until such time as the premises have been repaired. The cost of repairs, and the costs of relocation between the premises and the substitute location(s), shall be borne by the City.

9. **Indemnification for Environmental Claims.** Each party shall indemnify and hold the other party harmless from any and all claims, demands, judgments, orders, or damages resulting from the release of hazardous substances on the premises caused in whole or in part by the activity of the indemnifying party, its agents, employees, licensees or invitees. The term "hazardous substances" shall mean any substance heretofore or hereafter designated as hazardous under the Resource Conservation and Recovery Act, 42 U.S.C. Sec. 6901 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. Sec. 1257 et seq.; the Clean Air Act, 42 U.S.C. Sec. 2001 et seq.; the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. Sec. 9601 et. Seq.; or the Hazardous Waste Cleanup-Model Toxic Control Act, RCW 70.105D all as amended and subject to all regulations promulgated thereunder.

10. **Indemnification and Hold Harmless.** Each party agrees to protect, save, defend, hold harmless and indemnify the other party, its officers, employees, volunteers and agents from any and all demands, claims, judgments, or liability for loss or damage arising out

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of accidents, injuries, third party property damage or other loss on the premises, occasioned by either the negligent or willful conduct of the indemnifying party, regardless of who the injured party may be. In the event that any accident, injury or loss is the result of the concurrent negligence of the parties, then each party shall pay its adjudicated proportionate share of any loss.

11. **Termination of Agreement.** Upon termination of this ILA or any extension thereof, whether by expiration of the stated term or sooner termination thereon as provided in the ILA, the RFA shall surrender to City the premises peaceably and quietly.

12. **Default and Remedies.**

12.1 Failure of the City to perform or fund repairs ~~or maintenance~~ to the buildings or premises as described in Section 8 ~~herein~~ within a reasonable period after notice by the RFA shall constitute a Material Breach under the terms of this ILA.

12.2 If the City fails to timely perform the repair ~~or maintenance~~ under the conditions described in Section 8 above after notification and ninety (90) days to cure, the RFA may have such repair ~~or maintenance~~ performed at City expense. The cost of the repair or maintenance shall be forwarded to the City, which shall pay the cost within thirty (30) days after notice. Notwithstanding anything to the contrary, the City shall not be in breach of any repair ~~or maintenance~~ obligation herein if the repair cannot be completed within the time set forth herein so long as the City is diligently pursuing completion of the repairs.

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**PRE-ANNEXATION INTERLOCAL AGREEMENT BETWEEN
SOUTH SNOHOMISH COUNTY FIRE & RESCUE REGIONAL FIRE AUTHORITY
AND
THE CITY OF MILL CREEK**

THIS INTERLOCAL AGREEMENT (the "Agreement") is entered into by and between **SOUTH SNOHOMISH COUNTY FIRE & RESCUE REGIONAL FIRE AUTHORITY**, a Washington municipal corporation (the "Authority" or "RFA") and the **CITY OF MILL CREEK**, a Washington municipal corporation (the "City") on this ____ day of _____, 2022 (the "Effective Date").

WHEREAS, the City currently receives fire and emergency medical services from Snohomish County Regional Fire and Rescue ("SRFR") pursuant to a Fire and Emergency Medical Services Agreement ("SRFR Agreement") which terminates on December 31, 2022 (the "Transition Date");

WHEREAS, the City has the right upon termination of the SRFR Agreement to purchase the real property commonly known as 1020 153rd St. SE, Mill Creek, WA 98012 ("Station 76");

WHEREAS, the City will, not later than the April 2022 special election, submit to the voters a measure ("Annexation Measure") for the City to annex into the RFA effective August 1, 2022 (the "Annexation Date");

WHEREAS, if the annexation of the City into the RFA is approved by the voters at a special election in April of 2022 pursuant to Chapter 52.26 RCW (the "Annexation"), the City shall annex into the RFA on the Annexation Date;

WHEREAS, if the annexation measure fails, the City intends to conduct further public outreach and education and to bring the Annexation Measure back to the voters at the February or April, 2023 election; and

WHEREAS, the RFA and the City are authorized, pursuant to Chapter 39.34 of the Revised Code of Washington, to enter into interlocal cooperation agreements which allow the RFA and the City to cooperate with each other to provide high quality services to the public in the most efficient manner possible.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. **Purpose.** The purpose of this Agreement is to implement the Regional Fire Authority Plan ("RFA Plan") to ensure a smooth and seamless transition of services and responsibilities from the City to the RFA. In that regard, it is recognized that the Parties have entered into an Interlocal Agreement for Temporary Provision of Fire and Emergency Medical Services ("Temporary Service ILA") to ensure continuity of such services to the City.

2. **Term.** This Agreement shall take effect on the later of (i) the Effective Date, or (ii) the date that it is either recorded with the Snohomish County Auditor or posted on the website of either party. If this Agreement is ratified by the governing bodies of the RFA and the City after the Effective Date, this Agreement shall be effective retroactively as of the Effective Date, and all acts consistent with this Agreement shall be deemed ratified by the City and the RFA. This Agreement shall remain in full force and effect unless otherwise terminated as provided herein; provided, however, that certain provisions of this agreement may be continued beyond termination as specified by the RFA Plan, subsequent agreement, or by statute. This Agreement shall terminate on the earliest of the following to occur: (i) the Snohomish County Auditor certifies that the annexation measure failed at the April, 2023 election; or (ii) the annexation measure fails in the April, 2022 election and the City elects not to run the annexation measure at the April, 2023 election; or (iii) the City fails to timely submit a resolution for the Annexation Measure to be voted in the April, 2023 election.
3. **Provision of Fire and Emergency Medical Services Following Approval of Annexation.**
 - 3.1 Termination of SRFR Agreement. It is recognized that District 7 has given notice that the SRFR Agreement terminates effective December 31, 2022.
 - 3.2 Early Termination of SRFR Agreement. If the Annexation Measure is approved at the April, 2022 election, the City shall immediately enter into negotiations with SRFR in an effort to terminate the SRFR Agreement on the Annexation Date. If the City and SRFR mutually agree to such early termination, the RFA will assume the responsibilities outlined in the RFA Plan effective on the Annexation Date, and in return, the City shall pay to the RFA the unspent portion of the City's Fire Department budget for calendar year 2022, which in no event shall be less than the City's financial obligation to SRFR as set forth in the SRFR Agreement for the period of August 1, 2022 – December 31, 2022 (the "Contract Payment"). The Contract Payment shall be paid to the RFA no later than August 1, , 2022.
 - 3.3 SRFR Continues to Provide Service. If SRFR and the City fail to reach agreement on an early termination of the SRFR Agreement, the following provisions apply:
 - 3.3.1 The City shall continue to receive service from SRFR pursuant to the SRFR Agreement until the Transition Date.
 - 3.3.2 Except as may be otherwise mutually agreed, the City agrees that the RFA shall not assume the responsibilities outlined in the RFA Plan until the Transition Date.
4. **Transfer of Property and Assets.** On the date that the RFA begins providing services to the City (i.e., Annexation Date or Transition Date, whichever is applicable), the City

shall acquire title and possession of the following property and assets and, as soon as practicable, transfer them to the RFA in an “as is, where is” condition:

- 4.1 Station 76. Station 76 via a Quit Claim Deed in the form attached hereto as **Exhibit 1**, which deed contains a reversionary interest in the event that the RFA ceases to use Station 76 as a fire station, and mutual indemnities regarding releases or threatened releases of Hazardous Substances. In the event that title to Station 76 is not transferred on the date that the RFA begins providing services to the City, the parties shall enter into a Use Agreement substantially in the form attached as Exhibit B to the Temporary Service ILA, with such agreement expiring upon transfer of Station 76.
- 4.2 Fixtures, Furnishings, Equipment, Etc. All City owned fixtures, furnishings and equipment and other personal property associated with Station 76 (if any) via a Master Bill of Sale in the form attached hereto as **Exhibit 2** (the “Master Bill of Sale”).
- 4.3 Records and Materials. All reports, documents, surveys, books, records, files, papers, and electronic or written material that are in the possession of the City and related to Fire/EMS services (if any) shall be transferred and/or made available to the RFA as provided herein.
- 4.4 Other Property and Assets. Any property or assets not referenced in this Agreement that is owned by the City shall be transferred only by separate, written agreement between the City and the RFA. The parties agree to cooperate in good faith to ensure that the RFA obtains the property needed to perform its obligations under the RFA Plan; provided, however, that the City shall have no obligation to transfer vehicles, apparatus or other personal property and assets owned by SRFR to the RFA.
5. **Assignments.** The City shall, where possible, assign to the RFA all of the City’s interests, duties, rights and obligations with regards to the fire dispatch function in the ILA with Sno 911.
 - 5.1 The City shall provide advance notice to Sno 911 of the effective date of its annexation into the RFA and the fact that the RFA intends to accept an assignment from the City of such contract effective on the Effective Date. The City shall endeavor to obtain the written consent of Sno 911 in the form of a written “Assignment” acknowledging the assignment of the City’s interests, duties, rights and obligations in the Sno 911 ILA effective on the Effective Date in a mutually agreeable form.
 - 5.2 In the event that the City is unable to obtain Sno 911’s consent to the assignment of the City’s interests, duties, rights and obligations in the Sno 911 ILA, the City shall notify the RFA, in which case the parties shall collaborate to find a solution that would allow the RFA to continue receiving the benefits from such ILA.

6. **Fire Marshal Services.** The Authority will, upon mutual agreement, perform fire marshal services within the City boundaries pursuant to a separately negotiated Interlocal Agreement.
7. **Further Assurances.** In addition to the specific actions described herein, the parties agree to take such other actions and to reasonably cooperate with each other to effectuate the RFA Plan and this Agreement.
8. **Record Retention and Public Records Act Requests.** Inasmuch as all City records related to Fire/EMS are being transferred to the RFA, the RFA shall be responsible for maintaining such records in accordance with applicable records retention requirements, including Chapter 40.14 RCW, and the Washington State Public Records Act, Chapter 42.56 RCW. The RFA acknowledges that because the City did not provide Fire/EMS services, its records likely are incomplete and that the RFA may need to obtain records regarding Fire/EMS service from SRFR. The City shall cooperate in good faith with the RFA in any efforts to secure any required records.
 - 8.1 The City shall be solely responsible for responding to Public Records Requests received by the City that involve public records generated related to the subject matter of this Agreement; provided, however, that the RFA shall assist, as necessary, in locating responsive records necessary for the City to fulfill its statutory duties under RCW 42.56.
 - 8.2 The Authority shall be solely responsible for responding to Public Records Requests received by the RFA that involve public records generated related to the subject matter of this Agreement; provided, however, that the City shall cooperate, as necessary, in providing records necessary for the RFA to fulfil its statutory duties under RCW 42.56.
9. **Dispute Resolution.**
 - 9.1 Mediation. If the parties are unable to resolve a dispute, then upon a request by either party to mediate, the parties shall mutually agree upon a mediator. If the RFA and City cannot agree upon a disinterested mediator within ten (10) business days after such request, the City and the RFA shall submit the matter to the Judicial Arbitration and Mediation Service (JAMS) and request that a mediator be appointed. This requirement to mediate the dispute may only be waived by mutual written agreement and is a prerequisite to commencing litigation of any dispute. Except for unusual reasons beyond the reasonable control of either party, the mediation shall be completed within ninety (90) days after the mediator is selected. Any expenses incidental to mediation, including the mediator's fee, shall be borne equally by the City and the RFA.

- 9.2 Litigation. If the City and the RFA are unsuccessful in resolving any dispute during mediation, either party may pursue litigation in Snohomish County Superior Court.

10. **Miscellaneous.**

- 10.1 Exhibits. The attached Exhibits are adopted and incorporated into this Agreement by this reference.
- 10.2 Authority Responsible for Compliance with Laws. Although the City is annexing into the RFA for purposes of fire protection and emergency medical services, it is recognized that the RFA is a stand-alone and independent legal entity completely separate in all purposes from that of the City. Except as otherwise provided for in this Agreement, the RFA shall be solely legally responsible for all conduct and services provided by the RFA.
- 10.3 City and Authority are Independent Municipal Governments. The parties recognize and agree that they are independent governments. Except for the specific terms herein, nothing herein shall be construed to limit the discretion of the governing bodies of each party. Specifically, and without limiting the foregoing, the RFA shall have the sole discretion and the obligation to determine the exact method by which the Services are provided to the City.
- 10.4 Conflicts with RFA Plan. This Agreement is intended to implement the RFA Plan. In the event of a conflict between the terms of this Agreement and the RFA Plan, the RFA Plan shall control.
- 10.5 Non-Waiver. No waiver of any act or omission shall operate as a waiver of any past or future default, or to deprive a party of its right to terminate this Agreement, or be construed to prevent a party from promptly exercising any other right or remedy it has under this Agreement.
- 10.6 Notices. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be in writing addressed to the other party at the addresses as follows:

South Snohomish County Fire & Rescue Regional Fire Authority

Attention: Fire Chief
12425 Meridian Ave
Everett, WA 98208

City of Mill Creek

Attention: City Manager
15728 Main St.
Mill Creek, WA 98012

or such address as may have been specified by notifying the other party of the change of address. Notice shall be deemed served on the date of actual delivery or the first attempted delivery as shown on the return receipt if mailed with the United States Postal Service by certified mail, return receipt requested.

- 10.7 Drafting. Each party has fully participated in the drafting of this Agreement. Therefore, this Agreement shall be construed according to its fair meaning without regard to which party drafted a particular provision.
- 10.8 Survival. All obligations of either party as provided for in this Agreement shall not cease upon the termination of this Agreement and shall continue as obligations until fully performed. All clauses of this Agreement which require performance beyond the termination date shall survive the termination date of this Agreement.
- 10.9 Severability. If any section of this Agreement is adjudicated to be invalid, such action shall not affect the validity of any section not so adjudicated.
- 10.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement.
- 10.11 Calendar Days. The word "days" as used in this Agreement shall mean calendar days unless the context otherwise specifically provides that business days are intended.
- 10.12 No Benefit to Third Parties. This Agreement is entered into for the benefit of the Parties and shall confer no benefits, direct or implied, on any third persons. Nothing herein shall be construed as creating an exception to the Public Duty Doctrine.
- 10.13 Entire Agreement. This Agreement contains all of the understandings between the parties. Each party represents that no promises, representations, or commitments have been made by the other as a basis for this Agreement which have not been reduced to writing herein. No oral promises or representations shall be binding upon either party, whether made in the past or to be made in the future, unless such promises or representations are reduced to writing in the form of a modification to this Agreement executed with all necessary legal formalities by the respective governing bodies of the City and the RFA.
- 10.14 Amendments. This Agreement may only be amended or modified by a written agreement approved and authorized by the legislative authority of each party.

Signatures on Following Page

**SOUTH SNOHOMISH COUNTY FIRE &
RESCUE REGIONAL FIRE AUTHORITY**

By: Greg Urban
Its: Chair

By: Chris Teofilak
Its: Vice Chair

By: David Chan
Its: Commissioner

By: Jim Kenny
Its: Commissioner

By: Mark Laurence
Its: Commissioner

By: Derek Daniels
Its: Commissioner

CITY OF MILL CREEK

By: Martin Yamamoto
Its: Interim City Manager

By: Naomi Fay
Its: City Clerk

ATTEST:

By: _____
Its: _____

Approved as to Form:

Grant Degginger, City Attorney

ATTEST:

By: Melissa Blankenship
Its: Executive Director

Approved as to form:

Richard A. Davis III, RFA Attorney

DRAFT

EXHIBIT 1
QUIT CLAIM DEED

DRAFT

CHMELIK SITKIN & DAVIS P.S.

1500 Railroad Avenue
Bellingham, WA 98225
(360) 671-1796

QUITCLAIM DEED

Grantor(s): CITY OF MILL CREEK, a Washington municipal corporation
Grantee(s): SOUTH SNOHOMISH COUNTY FIRE & RESCUE REGIONAL
FIRE AUTHORITY, a Washington municipal corporation
Legal Description: _____
Tax Parcel No(s): _____

The Grantor, **CITY OF MILL CREEK**, a Washington municipal corporation, for good and valuable consideration the receipt of which is hereby acknowledged, and in accordance with WAC 458-61A-205(1) and (2), does hereby convey and quitclaim to **SOUTH SNOHOMISH COUNTY FIRE & RESCUE REGIONAL FIRE AUTHORITY ("Authority")**, a Washington municipal corporation, all interest in the real estate commonly known as Station 76, 1020 153rd Street SE, Mill Creek, Snohomish County, Washington, which is legally described below, including all after acquired title, situated in the County of Snohomish, State of Washington:

Restrictive Covenant/Reversionary Interest. The following restrictive covenant and reversionary interest shall be a covenant encumbering the above-described property (the "Property") and shall be made a part hereof.

The Property shall be used continuously as an Active Fire Station. In the event the Authority ceases to operate the Property as an Active Fire Station, title and ownership of the Property shall, in the sole discretion and option of the City of Mill Creek, as evidenced by a written notice letter from the City to the Authority, revert to City of Mill Creek upon payment of fair market value as determined by appraisal. If the City of Mill Creek annexed into the RFA on or before August 1, 2024, then the foregoing payment shall be reduced by the City's equity in the Property, (\$1,838,543) as annually adjusted by inflation as measured by the Seattle- Bellevue Everett CPI-W June to June.

In the event that the Authority ceases to operate the Property as an Active Fire Station, and after delivery of written notice by the Authority to the City of Mill Creek of such event, if the City of Mill Creek does not decide within one hundred eighty (180) days of such notice that the Property shall revert to the City of Mill Creek, then the restrictive covenant shall no longer be in effect and the Property shall not transfer to the City, in which case the Authority may dispose of the Property and retain the proceeds thereof.

For the purposes of this restrictive covenant, an "Active Fire Station" serving the City of Mill Creek shall mean the capability to use, and the active use of, the Fire Station on the Property for fire fighters and/or emergency personnel to respond from in order to provide fire protection, emergency medical services and other related services within the City of Mill Creek and the entire Authority boundaries. All rights, obligations, and reservations shall operate as covenants running with the land and shall bind Grantee and its successors and assigns in perpetuity.

Upon reversion of the Property to the City of Mill Creek, this restrictive covenant to use the Property as an Active Fire Station shall be of no force or effect but the Environmental Release and Indemnities described below shall survive.

Environmental Release Indemnities. The following Environmental Release and Indemnities shall survive the closing of the transaction of the Property between the parties, shall be deemed appurtenant to and run with the land, and shall be binding on the parties and their successors and assigns.

The City shall release, defend, indemnify, and hold the RFA harmless from any and all losses, liabilities, costs, expenses, claims, demands, judgments, orders, or damages arising or resulting from the release or threatened release of Hazardous Substances in, on, above, under, or emanating from the Premises caused in whole or in part by the activity of the City, its agents, employees, licensees, or invitees or which occur during the City's ownership or operation of the Property; provided, however, so long as the City retains, but has not exercised, the reversionary interest referred to herein, the City shall not be deemed an owner or operator of the Property unless the City has exercised control over a release or threatened release of Hazardous Substances .

The RFA shall release, defend, indemnify and hold the City harmless from any and all losses, liabilities, costs, expenses, claims, demands, judgments, orders, or damages arising or resulting from the release or threatened release of Hazardous Substances in, on, above, under, or emanating from the Premises caused in whole or in part by the activity of the RFA, its agents, employees, licensees, or invitees, or which occur during the RFA's ownership or operation of the Property.

The term "Hazardous Substances" shall mean any substance heretofore or hereafter designated as hazardous under the Resource Conservation and Recovery Act, 42 U.S.C. Sec. 6901 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. Sec. 1251 et seq.; the Clean Air Act, 42 U.S.C. Sec. 7401 et seq.; the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. Sec. 9601 et. seq.; or the Hazardous Waste

Cleanup-Model Toxic Control Act, RCW 70A.305 all as amended and subject to all regulations promulgated thereunder.

Dated this _____ day of _____, 2022.

CITY OF MILL CREEK

Print Name: _____
Title: City Manager

DRAFT

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

On this day personally appeared before me _____, known to be the **CITY MANAGER** of the **CITY OF MILL CREEK** and on oath verified that he was authorized to execute this document on behalf of the corporation for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this _____ day of _____, 2022.

Print Name: _____
 NOTARY PUBLIC in and for the
 State of Washington, residing at _____
 My Commission Expires: _____

EXHIBIT 2
MASTER BILL OF SALE

DRAFT

MASTER BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the South Snohomish County Fire & Rescue Regional Fire Authority Plan, and other good and valuable consideration, the City of Mill Creek ("City") does hereby convey, grant, bargain sell, assign and transfer to the South Snohomish County Fire & Rescue Regional Fire Authority (the "Authority") all fixtures, furnishings, equipment, and other personal property owned by the City in Fire Station 76. Considering that Station 76 has been co-owned and exclusively occupied by Snohomish County Fire District No. 7, most furnishings, equipment and other personal property are owned by Fire District 7 and therefore, a specific itemization is not included with this Master Bill of Sale.

These assets are conveyed to the Authority "as is" and "where is" without any warranty of fitness or merchantability expressed or implied.

The City hereby warrants that it has good and legal title to said assets and that the above assets are sold free and clear of all liens, security interests and encumbrances of any kind and nature.

IN WITNESS WHEREOF, the City and Authority have hereunto set their signatures, hand and seal this ____ day of _____, 2022.

CITY OF MILL CREEK

By: Martin Yamamoto
Its: Interim City Manager

ACCEPTED BY:

**SOUTH SNOHOMISH COUNTY FIRE &
RESCUE REGIONAL FIRE AUTHORITY**

By: Thad Hovis
Its: Fire Chief

DRAFT

**PRE-ANNEXATION INTERLOCAL AGREEMENT BETWEEN
SOUTH SNOHOMISH COUNTY FIRE & RESCUE REGIONAL FIRE AUTHORITY
AND
THE CITY OF MILL CREEK**

THIS INTERLOCAL AGREEMENT (the "Agreement") is entered into by and between **SOUTH SNOHOMISH COUNTY FIRE & RESCUE REGIONAL FIRE AUTHORITY**, a Washington municipal corporation (the "Authority" or "RFA") and the **CITY OF MILL CREEK**, a Washington municipal corporation (the "City") on this ____ day of _____, 2022 (the "Effective Date").

WHEREAS, the City currently receives fire and emergency medical services from Snohomish County Regional Fire and Rescue Protection District No. 7 ("District 7 SRFR") pursuant to a Fire and Emergency Medical Services Agreement ("District 7 SRFR Agreement") which terminates on December 31, 2022 (the "Transition Date");

WHEREAS, the City has the right upon termination of the District 7 SRFR Agreement to purchase the real property commonly known as 1020 153rd St. SE, Mill Creek, WA 98012 ("Station 76");

WHEREAS, the City will, not later than the April 2022 special election, submit to the voters a measure ("Annexation Measure") for the City to annex into the RFA effective August 1, 2022 (the "Annexation Date");

WHEREAS, if the annexation of the City into the RFA is approved by the voters at a special election in February or April of 2022 pursuant to Chapter 52.26 RCW (the "Annexation"), the City shall annex into the RFA on the Annexation Date;

WHEREAS, if the annexation measure fails, the City intends to conduct further public outreach and education and to bring the Annexation Measure back to the voters at the February or April, 2023 election; and

WHEREAS, the RFA and the City are authorized, pursuant to Chapter 39.34 of the Revised Code of Washington, to enter into interlocal cooperation agreements which allow the RFA and the City to cooperate with each other to provide high quality services to the public in the most efficient manner possible.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. **Purpose.** The purpose of this Agreement is to implement the Regional Fire Authority Plan ("RFA Plan") to ensure a smooth and seamless transition of services and responsibilities from the City to the RFA. In that regard, it is recognized that the Parties

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have entered into an Interlocal Agreement for Temporary Provision of Fire and Emergency Medical Services ("Temporary Service ILA") to ensure continuity of such services to the City.

2. **Term.** This Agreement shall take effect on the later of (i) the Effective Date, or (ii) the date that it is either recorded with the Snohomish County Auditor or posted on the website of either party. If this Agreement is ratified by the governing bodies of the RFA and the City after the Effective Date, this Agreement shall be effective retroactively as of the Effective Date, and all acts consistent with this Agreement shall be deemed ratified by the City and the RFA. This Agreement shall remain in full force and effect unless otherwise terminated as provided herein; provided, however, that certain provisions of this agreement may be continued beyond termination as specified by the RFA Plan, subsequent agreement, or by statute. This Agreement shall terminate on the earliest of the following to occur: (i) the Snohomish County Auditor certifies that the annexation measure failed at the April, 2023 election; or (ii) the annexation measure fails in the April, 2022 election and the City elects not to run the annexation measure at the April, 2023 election; or (iii) the City fails to timely submit a resolution for the Annexation Measure to be voted in the April, 2023 election.
3. **Provision of Fire and Emergency Medical Services Following Approval of Annexation.**
 - 3.1 Termination of ~~District 7-SRFR~~ Agreement. It is recognized that District 7 has given notice that the ~~District 7-SRFR~~ Agreement terminates effective December 31, 2022.
 - 3.2 Early Termination of ~~District 7-SRFR~~ Agreement. If the Annexation Measure is approved at the April, 2022 election, the City shall immediately enter into negotiations with ~~District 7-SRFR~~ in an effort to terminate the ~~District 7-SRFR~~ Agreement on the Annexation Date. If the City and ~~District 7-SRFR~~ mutually agree to such early termination, the RFA will assume the responsibilities outlined in the RFA Plan effective on the Annexation Date, and in return, the City shall pay to the RFA the unspent portion of the City's Fire Department budget for calendar year 2022, which in no event shall be less than the City's financial obligation to ~~District 7-SRFR~~ as set forth in the ~~District 7-SRFR~~ Agreement for the period of August 1, 2022 – December 31, 2022 (the "Contract Payment"). The Contract Payment shall be paid to the RFA no later than August 1, _____, 2022.
 - 3.3 ~~District 7-SRFR~~ Continues to Provide Service. If ~~District 7-SRFR~~ and the City fail to reach agreement on an early termination of the ~~District 7-SRFR~~ Agreement, the following provisions apply:

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- 3.3.1 The City shall continue to receive service from ~~District 7-SRFR~~ pursuant to the ~~District 7-SRFR~~ Agreement until the Transition Date.
- 3.3.2 Except as may be otherwise mutually agreed, the City agrees that the RFA shall not assume the responsibilities outlined in the RFA Plan until the Transition Date.
4. **Transfer of Property and Assets.** On the date that the RFA begins providing services to the City (i.e., Annexation Date or Transition Date, whichever is applicable), the City shall acquire title and possession of the following property and assets and, as soon as practicable, transfer them to the RFA in an “as is, where is” condition:
- 4.1 Station 76. Station 76 via a Quit Claim Deed in the form attached hereto as **Exhibit 1**, which deed contains a reversionary interest in the event that the RFA ceases to use Station 76 as a fire station, and mutual indemnities regarding releases or threatened releases of Hazardous Substances. In the event that title to Station 76 is not transferred on the date that the RFA begins providing services to the City, the parties shall enter into a Use Agreement substantially in the form attached as Exhibit B to the Temporary Service ILA, with such agreement expiring upon transfer of Station 76.
- 4.2 Fixtures, Furnishings, Equipment, Etc. All City owned fixtures, furnishings and equipment and other personal property associated with Station 76 (if any) via a Master Bill of Sale in the form attached hereto as **Exhibit 2** (the “Master Bill of Sale”).
- 4.3 Records and Materials. All reports, documents, surveys, books, records, files, papers, and electronic or written material that are in the possession of the City and related to Fire/EMS services (if any) shall be transferred and/or made available to the RFA as provided herein.
- 4.4 Other Property and Assets. Any property or assets not referenced in this Agreement that is owned by the City shall be transferred only by separate, written agreement between the City and the RFA. The parties agree to cooperate in good faith to ensure that the RFA obtains the property needed to perform its obligations under the RFA Plan; provided, however, that the City shall have no obligation to transfer vehicles, apparatus or other personal property and assets owned by ~~District 7-SRFR~~ to the RFA.
5. **Assignments.** The City shall, where possible, assign to the RFA all of the City’s interests, duties, rights and obligations with regards to the fire dispatch function in the

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~~ILA with Sno 911, any contractual agreements (including but not limited to interlocal agreements and grant agreements) as identified in Appendix E of the RFA Plan. A list of such contractual agreements appears on **Exhibit 3** hereto (the "City Contracts").~~

- 5.1 The City shall provide advance notice to ~~Sno 911~~ each contracting party under the City Contracts of the effective date of its annexation into the RFA and the fact that the RFA intends to accept an assignment from the City of such contract effective on the Effective Date. The City shall endeavor to obtain the written consent of ~~Sno 911 all contracting parties~~ in the form of a written "Assignment" acknowledging the assignment of the City's interests, duties, rights and obligations in the Sno 911 ILA ~~interest in such City Contracts to the RFA~~ effective on the Effective Date in a mutually agreeable form. ~~Copies of such assignments shall be provided to all signatories.~~
- 5.2 In the event that the City is unable to obtain ~~Sno 911's a contracting party's~~ consent to the assignment of the City's interests, duties, rights and obligations in the Sno 911 ILA ~~any specific City Contract~~, the City shall notify the RFA, in which case the parties shall collaborate to find a solution that would allow the RFA to continue receiving the benefits from such ~~ILA City Contract. If the RFA determines that the continuation of any such contract is not in the RFA's best interest, the City shall be solely responsible for managing and/or terminating that particular contractual relationship.~~
6. **Fire Marshal Services.** The Authority will, upon mutual agreement, perform fire marshal services within the City boundaries pursuant to a separately negotiated the Interlocal Agreement ~~for Fire Marshal Services attached as **Exhibit 4** of this Agreement.~~
7. **Further Assurances.** In addition to the specific actions described herein, the parties agree to take such other actions and to reasonably cooperate with each other to effectuate the RFA Plan and this Agreement.
8. **Record Retention and Public Records Act Requests.** Inasmuch as all City records related to Fire/EMS are being transferred to the RFA, the RFA shall be responsible for maintaining such records in accordance with applicable records retention requirements, including Chapter 40.14 RCW, and the Washington State Public Records Act, Chapter 42.56 RCW. The RFA acknowledges that because the City did not provide Fire/EMS services, its records likely are incomplete and that the RFA may need to obtain records regarding Fire/EMS service from ~~District 7 SRFR~~. The City shall cooperate in good faith with the RFA in any efforts to secure any required records.
- 8.1 The City shall be solely responsible for responding to Public Records Requests received by the City that involve public records generated related to the subject

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matter of this Agreement; provided, however, that the RFA shall assist, as necessary, in locating responsive records necessary for the City to fulfill its statutory duties under RCW 42.56.

- 8.2 The Authority shall be solely responsible for responding to Public Records Requests received by the RFA that involve public records generated related to the subject matter of this Agreement; provided, however, that the City shall cooperate, as necessary, in providing records necessary for the RFA to fulfill its statutory duties under RCW 42.56.

9. **Dispute Resolution.**

- 9.1 Mediation. If the parties are unable to resolve a dispute, then upon a request by either party to mediate, the parties shall mutually agree upon a mediator. If the RFA and City cannot agree upon a disinterested mediator within ten (10) business days after such request, the City and the RFA shall submit the matter to the Judicial Arbitration and Mediation Service (JAMS) and request that a mediator be appointed. This requirement to mediate the dispute may only be waived by mutual written agreement and is a prerequisite to commencing litigation of any dispute. Except for unusual reasons beyond the reasonable control of either party, the mediation shall be completed within ninety (90) days after the mediator is selected. Any expenses incidental to mediation, including the mediator's fee, shall be borne equally by the City and the RFA.
- 9.2 Litigation. If the City and the RFA are unsuccessful in resolving any dispute during mediation, either party may pursue litigation in Snohomish County Superior Court.

10. **Miscellaneous.**

- 10.1 Exhibits. The attached Exhibits are adopted and incorporated into this Agreement by this reference.
- 10.2 Authority Responsible for Compliance with Laws. Although the City is annexing into the RFA for purposes of fire protection and emergency medical services, it is recognized that the RFA is a stand-alone and independent legal entity completely separate in all purposes from that of the City. Except as otherwise provided for in this Agreement, the RFA shall be solely legally responsible for all conduct and services provided by the RFA.
- 10.3 City and Authority are Independent Municipal Governments. The parties recognize and agree that they are independent governments. Except for the

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specific terms herein, nothing herein shall be construed to limit the discretion of the governing bodies of each party. Specifically, and without limiting the foregoing, the RFA shall have the sole discretion and the obligation to determine the exact method by which the Services are provided to the City.

- 10.4 Conflicts with RFA Plan. This Agreement is intended to implement the RFA Plan. In the event of a conflict between the terms of this Agreement and the RFA Plan, the RFA Plan shall control.
- 10.5 Non-Waiver. No waiver of any act or omission shall operate as a waiver of any past or future default, or to deprive a party of its right to terminate this Agreement, or be construed to prevent a party from promptly exercising any other right or remedy it has under this Agreement.
- 10.6 Notices. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be in writing addressed to the other party at the addresses as follows:

South Snohomish County Fire & Rescue Regional Fire Authority

Attention: Fire Chief
12425 Meridian Ave
Everett, WA 98208

City of Mill Creek

Attention: City Manager
15728 Main St.
Mill Creek, WA 98012

or such address as may have been specified by notifying the other party of the change of address. Notice shall be deemed served on the date of actual delivery or the first attempted delivery as shown on the return receipt if mailed with the United States Postal Service by certified mail, return receipt requested.

- 10.7 Drafting. Each party has fully participated in the drafting of this Agreement. Therefore, this Agreement shall be construed according to its fair meaning without regard to which party drafted a particular provision.
- 10.8 Survival. All obligations of either party as provided for in this Agreement shall not cease upon the termination of this Agreement and shall continue as obligations until fully performed. All clauses of this Agreement which require performance beyond the termination date shall survive the termination date of this Agreement.

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- 10.9 Severability. If any section of this Agreement is adjudicated to be invalid, such action shall not affect the validity of any section not so adjudicated.
- 10.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement.
- 10.11 Calendar Days. The word "days" as used in this Agreement shall mean calendar days unless the context otherwise specifically provides that business days are intended.
- 10.12 No Benefit to Third Parties. This Agreement is entered into for the benefit of the Parties and shall confer no benefits, direct or implied, on any third persons. Nothing herein shall be construed as creating an exception to the Public Duty Doctrine.
- 10.13 Entire Agreement. This Agreement contains all of the understandings between the parties. Each party represents that no promises, representations, or commitments have been made by the other as a basis for this Agreement which have not been reduced to writing herein. No oral promises or representations shall be binding upon either party, whether made in the past or to be made in the future, unless such promises or representations are reduced to writing in the form of a modification to this Agreement executed with all necessary legal formalities by the respective commissions governing bodies of the City and the RFA.
- 10.14 Amendments. This Agreement may only be amended or modified by a written agreement approved and authorized by the legislative authority of each party.

Signatures on Following Page

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**SOUTH SNOHOMISH COUNTY FIRE &
RESCUE REGIONAL FIRE AUTHORITY**

By: Greg Urban
Its: Chair

By: Chris Teofilak
Its: Vice Chair

By: David Chan
Its: Commissioner

By: Jim Kenny
Its: Commissioner

By: Mark Laurence
Its: Commissioner

By: ~~Bob Meador~~ Derek Daniels
Its: Commissioner

CITY OF MILL CREEK

By: Martin Yamamoto
Its: Interim City Manager

By: Naomi Fay
Its: City Clerk

ATTEST:

By: ~~Melissa Blankenship~~
Its: ~~Executive Assistant~~

Approved as to Form:

Grant Degginger, City Attorney

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ATTEST:

By: Melissa Blankenship
Its: Executive Director

Approved as to form:

Richard A. Davis III, RFA Attorney

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DRAFT

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EXHIBIT 1
QUIT CLAIM DEED

DRAFT

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CHMELIK SITKIN & DAVIS P.S.

1500 Railroad Avenue

Bellingham, WA 98225

(360) 671-1796

QUITCLAIM DEED

Grantor(s): CITY OF MILL CREEK, a Washington municipal corporation

Grantee(s): SOUTH SNOHOMISH COUNTY FIRE & RESCUE REGIONAL
FIRE AUTHORITY, a Washington municipal corporation

Legal Description: _____

Tax Parcel No(s): _____

The Grantor, **CITY OF MILL CREEK**, a Washington municipal corporation, for good and valuable consideration the receipt of which is hereby acknowledged, and in accordance with WAC 458-61A-205(1) and (2), does hereby convey and quitclaim to **SOUTH SNOHOMISH COUNTY FIRE & RESCUE REGIONAL FIRE AUTHORITY ("Authority")**, a Washington municipal corporation, ~~its entire all~~ interest in the real estate commonly known as Station 76, 1020 153rd Street SE, Mill Creek, Snohomish County, Washington, which is legally described below, including all after acquired title, situated in the County of Snohomish, State of Washington:

Restrictive Covenant/Reversionary Interest. The following restrictive covenant and reversionary interest shall be a covenant encumbering the above-described property (the "Property") and shall be made a part hereof.

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The Property shall be used continuously as an Active Fire Station. In the event the Authority ceases to operate the Property as an Active Fire Station, title and ownership of the Property shall, in the sole discretion and option of the City of Mill Creek, as evidenced by a written notice letter from the City to the Authority, revert to City of Mill Creek upon payment of fair market value as determined by appraisal. If the City of Mill Creek annexed into the RFA on or before August 1, 2023~~4~~, then the foregoing payment shall be reduced by the City's equity in the Property, (\$1,838,543) as annually adjusted by inflation as measured by the Seattle- Bellevue Everett Tacoma Everett Bremerton Bellevue CPI-WU June to June.

In the event that the Authority ceases to operate the Property as an Active Fire Station, and after delivery of written notice by the Authority to the City of Mill Creek of such event, if the City of Mill Creek does not decide within one hundred eighty (180) days of such notice that the Property shall revert to the City of Mill Creek, then the restrictive covenant shall no longer be in effect and the Property shall not transfer to the City, in which case the Authority may dispose of the Property and retain the proceeds thereof.

For the purposes of this restrictive covenant, an "Active Fire Station" serving the City of Mill Creek shall mean the capability to use, and the active use of, the Fire Station on the Property for fire fighters and/or emergency personnel to respond from in order to provide fire protection, emergency medical services and other related services within the City of Mill Creek and the entire Authority boundaries. All rights, obligations, and reservations shall operate as covenants running with the land and shall bind Grantee and its successors and assigns in perpetuity.

Upon reversion of the Property to the City of Mill Creek, this restrictive covenant to use the Property as an Active Fire Station shall be of no force or effect but the ~~Environmental Release~~ and Indemnities described below shall survive.

Environmental Release Indemnities. The following Environmental Release and Indemnities shall survive the closing of the transaction of the Property between the parties, shall be deemed appurtenant to and run with the land, and shall be binding on the parties and their successors and assigns.

The City shall release, defend, indemnify, and hold the RFA harmless from any and all losses, liabilities, costs, expenses, claims, demands, judgments, orders, or damages arising or resulting from the release or threatened release of Hazardous Substances in, on, above, under, or emanating from the Premises caused in whole or in part by the activity of the City, its agents, employees, licensees, or invitees or which occur during the City's ownership or operation of the Property; provided, however, so long as the City retains, but has not exercised, the reversionary interest referred to herein, the City shall not be deemed an owner or operator of the Property unless the City has exercised control over a release or threatened release of Hazardous Substances.

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The RFA shall release, defend, indemnify and hold the City harmless from any and all losses, liabilities, costs, expenses, claims, demands, judgments, orders, or damages arising or resulting from the release or threatened release of Hazardous Substances in, on, above, under, or emanating from the Premises caused in whole or in part by the activity of the RFA, its agents, employees, licensees, or invitees, or which occur during the RFA's ownership or operation of the Property.

The term "Hazardous Substances" shall mean any substance heretofore or hereafter designated as hazardous under the Resource Conservation and Recovery Act, 42 U.S.C. Sec. 6901 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. Sec. 1251 et seq.; the Clean Air Act, 42 U.S.C. Sec. 7401 et seq.; the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. Sec. 9601 et. seq.; or the Hazardous Waste Cleanup-Model Toxic Control Act, RCW 70A.305 all as amended and subject to all regulations promulgated thereunder.

Dated this _____ day of _____, 2022.

CITY OF MILL CREEK

Print Name: _____
Title: City Manager

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STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

On this day personally appeared before me _____, known to be the **CITY MANAGER** of the **CITY OF MILL CREEK** and on oath verified that he was authorized to execute this document on behalf of the corporation for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this _____ day of _____, 2022.

Print Name:
NOTARY PUBLIC in and for the
State of Washington, residing at _____
My Commission Expires: _____

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EXHIBIT 2
MASTER BILL OF SALE

DRAFT

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MASTER BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the South Snohomish County Fire & Rescue Regional Fire Authority Plan, and other good and valuable consideration, the City of Mill Creek ("City") does hereby convey, grant, bargain sell, assign and transfer to the South Snohomish County Fire & Rescue Regional Fire Authority (the "Authority") all fixtures, furnishings, equipment, and other personal property owned by the City in Fire Station 76. Considering that Station 76 has been co-owned and exclusively occupied by Snohomish County Fire District No. 7, most furnishings, equipment and other personal property are owned by Fire District 7 and therefore, a specific itemization is not included with this Master Bill of Sale.

These assets are conveyed to the Authority "as is" and "where is" without any warranty of fitness or merchantability expressed or implied.

The City hereby warrants that it has good and legal title to said assets and that the above assets are sold free and clear of all liens, security interests and encumbrances of any kind and nature.

IN WITNESS WHEREOF, the City and Authority have hereunto set their signatures, hand and seal this ____ day of _____, 2022.

CITY OF MILL CREEK

By: Martin Yamamoto
Its: Interim City Manager

ACCEPTED BY:

SOUTH SNOHOMISH COUNTY FIRE & RESCUE REGIONAL FIRE AUTHORITY

By: Thad Hovis
Its: Fire Chief

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EXHIBIT 3

AGREEMENTS TO BE ASSIGNED BY THE CITY

#	Date	Title	Contracting Party
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

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EXHIBIT 4

~~[FIRE MARSHALL SERVICE ILA]~~

DRAFT

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**~~INTERLOCAL AGREEMENT BETWEEN
SOUTH SNOHOMISH COUNTY FIRE & RESCUE REGIONAL FIRE AUTHORITY
AND THE CITY OF MILL CREEK FOR FIRE
MARSHAL SERVICES~~**

~~**THIS INTERLOCAL AGREEMENT** (the "Agreement") is entered into by and between **SOUTH SNOHOMISH COUNTY FIRE & RESCUE** regional fire authority, a Washington municipal corporation (the "Authority") and the **CITY OF MILL CREEK**, a Washington city (the "City") on this 1st day of _____, 202_____.~~

~~**WHEREAS**, the City was annexed into the Authority effective _____; and~~

~~**WHEREAS**, the Regional Fire Authority (RFA) Plan contemplates that the City will contract for fire marshal services from the Authority; and~~

~~**WHEREAS**, the Authority and the City are authorized, pursuant to Chapter 39.34 of the Revised Code of Washington, to enter into interlocal cooperation agreements to provide high quality services to the public in an efficient manner.~~

~~**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:~~

~~1. **Purpose.** The purpose of this Agreement is to ensure high quality and uninterrupted fire marshal services to the residents of the City during the term of this Agreement.~~

~~2. **Term.** This Agreement shall commence upon mutual execution or on the date that this Agreement is filed with the County Auditor or posted on either party's website, whichever is later (the "Effective Date") and will continue until terminated as provided herein. Either party may terminate this Agreement for any reason upon not less than twenty-four (24) months' advance written notice; provided, however, that neither party shall issue notice of termination prior to December 31, 20_____.~~

~~2.1 **Termination by Authority for Cause.** The Authority may also terminate this Agreement upon thirty (30) days' notice if the City fails to pay an undisputed Contract Payment installment within ninety (90) days of its due date, and fails to cure the failure to pay prior to the termination date stated in the notice.~~

~~2.2 **Termination by City for Cause.** If the Authority is in material breach of any term or condition herein, the City may provide the Authority with a written notice describing the default in detail. The Authority shall cure such breach within ninety (90) days after receipt of such notice and shall confer with the City on the steps being taken; provided, however, that the time for cure shall be extended if the default cannot be cured within ninety (90) days and the Authority is making a good faith effort to cure such default in a timely manner. If the Authority fails to timely cure the default as provided in this section, the~~

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~~City may issue written notice of termination which shall take effect not less than thirty (30) days following such notice.~~

- ~~3. **Services.** During the term of this Agreement, the Authority agrees to provide those fire marshal services identified on **Exhibit A** hereto (the "Services") within the boundaries of the City, as those boundaries may be adjusted in the future.~~
- ~~4. **Level of Service.** The Services shall be provided in such a manner as to maintain the existing levels of service provided by the City immediately prior to the Effective Date until or unless a revised scope of services is mutually agreed upon in an amendment to this Agreement in accordance with Section 24 below.~~
 - ~~4.1 The Services shall be administered in the interest of the City and shall be performed in a professional and competent manner pursuant to and within the timelines required of the City's Municipal Code (the "Code"), City policies and procedures, including applicable customer service standards, and any state or federal laws applicable to the performance of the Services. It is recognized by both parties that there are exceptions that will impact turnaround times that shall be taken into consideration in determining compliance with this section of the Agreement.~~
 - ~~4.2 In the event the City, for any reason, determines that it is in the interest of the City to change the defined Level of Service, the Contract Payment shall be adjusted in accordance with **Exhibit B**. Any modification to the Level of Service shall be stated in a written amendment to this Agreement specifying the modifications to the Level of Service and the changes to the Contract Payment. In the event substantial volume increases affect the ability of the Authority to meet the defined Level of Service, the parties agree to collaborate in the public interest to address adjustments in the Contract Payment necessary to satisfy the Level of Service or to make changes to the Level of Service on mutually agreeable terms; provided, that no adjustment to the Contract Payment or change to the Level of Service shall be effective unless stated in a written amendment to this Agreement in accordance with Section 24 below.~~
 - ~~4.3 Designees from each party shall meet on a regular basis at the request of either party, to discuss the Level of Service, the Contract Payment and any other issues arising out of the performance of this Agreement.~~
- ~~5. **Personnel, Equipment and Office Space.**~~
 - ~~5.1 The Authority shall be solely responsible for establishing and supplying all staffing (the "Assigned Authority Personnel") and all equipment necessary to provide the Services, except for any equipment which the City is expressly required herein to provide.~~

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- ~~5.2 — As partial consideration for the Services, the City shall provide the following to the Authority at no cost: (i) suitable office space within the City for the Assigned Authority Personnel; (ii) access to office equipment and supplies reasonably needed to provide Fire Prevention services e.g. computers, internet access, telephones, computer software licenses, etc.~~
- ~~5.3 — The City shall provide the Assigned Authority Personnel with access to permit files and other City records reasonably necessary for the Authority to provide the Services.~~
- ~~6. — **City Fees, Billing and Collection.** The City may continue to impose and charge fees related to fire prevention services. The City shall collect and shall be entitled to retain all such fees that are collected. Billing and collection services associated with the City's fees shall be solely performed by City staff.~~
- ~~7. — **Contract Payment.** Beginning _____, the City shall, in consideration of the Services, pay the Authority an annual sum (the "Contract Payment") in accordance with **Exhibit B**.~~
- ~~7.1 — **Contract Payment Adjustment.** Each year, no later than September 1, the Authority shall submit to the City a statement showing the Contract Payment for the ensuing year, taking into account increases in labor costs.~~
- ~~7.1.1 — **Adjustment Date Not Met.** If a new collective bargaining agreement (CBA) between the Authority and the IAFF Local which represents the Authority's employees has not been finalized by September 1 of the final year of the then-effective CBA, the Personnel costs and the Overhead Costs for the ensuing year shall be adjusted following execution of the new CBA and shall be retroactive to January 1 of the Adjustment Year. For purposes of this paragraph, the term "Adjustment Year" means the year in which a new CBA is effective between the Authority and the local chapter of the IAFF. When a new CBA has retroactive effect, the Adjustment Year shall be the date to which the CBA is retroactively applied. For example, if a CBA expires on December 31, 2022 and a new CBA is executed on December 1, 2024 but made retroactive to January 1, 2023, the Adjustment Year would be 2023.~~
- ~~7.1.2 — **Compensation Adjustments.** **Exhibit B** is designed to set forth an estimated level of compensation that fully compensates the Authority for the actual cost of providing the Services as defined in **Exhibit A**. If the parties determine that the calculation on **Exhibit B** results in an overcompensation or undercompensation, the City and Authority shall cooperate to make adjustments to **Exhibit B**, as necessary, to achieve the goal of compensating the Authority for the actual cost of providing the~~

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~~Services; provided, that no adjustment to **Exhibit B** shall be effective unless stated in a written amendment to this Agreement in accordance with Section 24 below. The parties shall meet and confer on a regular basis to review performance and level of service of this agreement.~~

~~7.1.3 **Creating Unfunded Mandates.** The City shall not create any unfunded mandates for increased service or reporting by the Authority without fully compensating the Authority for actual costs incurred.~~

~~8. **Payment.** Beginning _____, the Contract Payment shall be due and payable in four equal installments made by the fifteenth (15th) day of the month in the months of January, April, July and October. The Authority shall issue an invoice to the City at least thirty (30) days in advance of the due date. If payment of an undisputed installment is more than thirty (30) days delinquent, interest shall accrue at the rate of twelve percent (12%) per annum.~~

~~9. **Fire Code Official.** For purposes of Section 103.2 of the International Fire Code (IFC), the Authority Fire Chief shall be designated the Fire Code Official for the City during the term of this Agreement. In consultation with the City Manager, the Fire Chief shall designate and the City Manager shall appoint an individual to serve as the City Fire Marshal and ensure the assignment of fire prevention personnel to support the needs of the City as defined in **Exhibit A**. The Fire Marshal and prevention personnel will perform the functions specified in this Agreement, International Fire Code, City ordinances, and other adopted fire service standards. The City shall retain the full and ultimate authority for code adoption, interpretation and enforcement. The Fire Marshal and Fire Prevention personnel shall be certified commensurate with duties assigned.~~

~~9.1 Fire Code refers to all applicable fire codes and prevention standards ("Codes") of Section 103.2 of the International Fire Code (IFC) and LMCMill Creek Municipal Code ("MCMC") Title 915 as that section may be amended or recodified by the City.~~

~~9.2 The Fire Code Official may, from time to time, make recommendations to the City regarding suggested revisions or amendments to the City's Fire Code. Such recommendations shall be made according to the process prescribed by the City.~~

~~10. **Fire Plan Review & Inspections.** The following terms and conditions shall apply with regards to Plan Review services outlined on **Exhibit A**:~~

~~10.1 All services provided pursuant to this Exhibit shall be performed in a professional and competent manner pursuant to and within the timelines required of the Codes, City policies and procedures, including applicable customer service standards, and any state or federal laws applicable to the~~

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~~performance of that work. Fire prevention personnel shall obtain and maintain certifications needed to perform the duties of these services.~~

~~10.2 The personnel assigned to the Fire Marshal's office shall maintain their operational training and provide operational support as part of their daily activities as directed by the Authority.~~

~~11. **Fire Code Enforcement.** The following terms and conditions shall apply with regards to those Fire Prevention Code Enforcement services outlined on **Exhibit A:**~~

~~11.1 The City shall be responsible for providing prosecution services and legal counsel necessary to prosecute any civil or criminal code enforcement issues when enforcement requires judicial action (including hearing examiner proceedings). Once enforcement is turned over to the City for judicial action, the City retains independent prosecutorial discretion as to how or whether to proceed with enforcement action. The City will also maintain responsibility for any Code enforcement activities that require the presence or involvement of commissioned law enforcement officers. The Assigned Authority Personnel who inspected the property and found it to be in violation shall appear before any court, hearing examiner, board, committee, or other body empowered to enforce the provisions of the IFC in order to assist the City with enforcing the IFC at the sole cost of the Authority. If the parties mutually agree, the City may provide Assigned Authority Personnel with a limited law enforcement commission to enforce portions of the Code that require such commission (e.g. issuance of infractions for fire lane parking or fireworks enforcement). The parties acknowledge that the Authority, by statute, has no duty to enforce any provisions of the code or to enforce ordinances of the City except under the terms of this Agreement and the RFA Plan. Any duty the Authority does have to enforce the Code is not intended to benefit any specific members of the general public. The City agrees that all court costs and other legal costs incurred in the judicial enforcement of the Code within the City limits shall be paid by the City and shall not be considered an operating expense of the Authority.~~

~~11.2 The Authority will coordinate with the City when enforcement efforts are contested and when the City is undertaking related non-fire code enforcement efforts.~~

~~11.3 The Authority will attend and provide testimony and exhibits at Code enforcement hearings before the City's Hearing Examiner, and upon appeal, if any, to court.~~

~~12. **Fire Investigation Services.** The following terms and conditions shall apply with regards to those Fire Investigation services outlined on **Exhibit A:**~~

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- ~~12.1 The Authority will coordinate arson investigation activities with the City Police Department as necessary. The City may issue a limited commission to investigators to allow for sharing of privileged information or other activities approved by the City Police Chief.~~
- ~~12.2 All evidence gathered during the criminal investigation of a fire or other event for which Fire Investigative Services are provided shall be collected by the assigned fire investigator and maintained by the evidence custodians of the City's Police Department pursuant to the policies and procedures for the maintenance of evidence set forth by the City's Police department.~~
- ~~12.3 The Parties will cooperate and keep each other informed as to the status of all fires in the City that occur as a result of suspected or confirmed criminal conduct by providing status reports of investigations as the investigations evolve. This obligation shall not be construed to require the disclosure of information if disclosure could jeopardize a criminal investigation.~~
- ~~12.4 The City reserves the right to use Snohomish County Fire Marshal's Office to assist with the performance of the services in this section.~~
- ~~13. **Records.** All records received, used or prepared in connection with the Services shall remain in the custody of the City and shall be maintained in such manner(s) as may be prescribed by the City. All such records shall be accessible by the Assigned Authority Personnel in order to perform the Services.~~
- ~~13.1 The City shall be solely responsible for responding to Public Records Requests received by the City which involve public records generated pursuant to this Agreement; provided, however, that the Authority and Assigned Authority Personnel shall assist in a timely manner, as necessary, in locating responsive records necessary for the City to fulfill its statutory duties under RCW 42.56.~~
- ~~13.2 The Authority shall be solely responsible for responding to Public Records Requests received by the Authority which involve public records generated pursuant to this Agreement; provided, however, that the City shall cooperate in a timely manner, as necessary, in providing records necessary for the Authority to fulfill its statutory duties under RCW 42.56.~~
- ~~14. **Indemnification.**~~
- ~~14.1 To the extent permitted by law, the Authority shall indemnify, hold harmless and defend the City and its officers, agents and employees or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages ("Claims") of any nature whatsoever, by reason of negligent or intentional acts or omissions of the Authority, its officers, agents, and employees, or any of them, in~~

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~~performing services pursuant to this Agreement. In the event that any suit based upon such a Claim is brought against the City, the Authority shall defend the same at its sole cost and expense; provided that the City retains the right to participate in said suit if any principle of governmental or public law is involved; and further provided, if final judgment be rendered against the City and its officers, agents, employees or any of them, or jointly against the City and the Authority and their respective officers, agents, and employees, or any of them, for negligent or intentional acts or omissions of the Authority, the Authority shall satisfy the same; and further provided, that if any such Claim is based on the concurrent negligence of the parties, then the Authority's obligation under this Section applies only to the extent of its negligence.~~

~~14.2 To the extent permitted by law, the City shall indemnify, hold harmless and defend the Authority and its officers, agents and employees or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages ("Claims") of any nature whatsoever, by reason of negligent or intentional acts or omissions of the City, its officers, agents, and employees, or any of them, in performing services pursuant to this Agreement. In the event that any suit based upon such a Claim is brought against the Authority, the City shall defend the same at its sole cost and expense; provided that the Authority retains the right to participate in said suit if any principle of governmental or public law is involved; and further provided, if final judgment be rendered against the Authority and its officers, agents, employees or any of them, or jointly against the Authority and the City and their respective officers, agents, and employees, or any of them, for negligent or intentional acts or omissions of the City, the City shall satisfy the same; and further provided, that if any such Claim is based on the concurrent negligence of the parties, then the City's obligation under this Section applies only to the extent of its negligence.~~

~~15. **City and Authority Are Independent Municipal Governments.** The parties recognize and agree that they are independent governments. No separate legal or administrative entity is created by this Agreement. Except as expressly provided to the contrary in this Agreement, any real or personal property acquired or used by either party in connection with the performance of this Agreement shall remain the sole property of such party, and the other party shall have no interest therein. Except for the specific terms herein, nothing herein shall be construed to limit the discretion of the governing bodies of each party. Specifically, and without limiting the foregoing, the Authority shall have the sole discretion and the obligation to determine the exact method by which the Services are provided to the City.~~

~~16. **Administration of Agreement.** This Agreement shall be administered by the Authority's Fire Chief and the Mayor of the City Manager. The Fire Chief and Mayor City Manager shall meet regularly and at the request of either party to ensure the satisfaction of the City with the Services. The Mayor City Manager may provide input to the Fire Chief concerning desired outcomes concerning the Services.~~

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- ~~16.1 In addition to the foregoing, the Authority will provide such reports in writing or in person before the City Council as may be reasonably requested by the Mayor City Manager in order to remain informed regarding the Services performed pursuant to this Agreement.~~
- ~~17. **Assigned Authority Personnel.** The Assigned Authority Personnel shall at all times be Authority employees and shall not be deemed to be loaned employees of the City. The Authority shall be solely responsible for all compensation due to Assigned Authority Personnel, supervision and discipline. The City shall immediately notify the Human Resources Director for the Authority concerning any actions by Assigned Authority Personnel requiring involvement by the Human Resources Department. The Authority retains the right to move employees within the Prevention Division.~~
- ~~18. **Dispute Resolution.** It is the intent of the parties herein to attempt to resolve all disputes between them without litigation. The parties shall mutually agree upon a mediator. Any expenses incidental to mediation, including the mediator's fee, shall be borne equally by the parties. If the parties cannot agree upon a mediator, the parties shall submit the matter to the Judicial Arbitration and Mediation Service (JAMS), Judicial Dispute Resolution (JDR) or Washington Arbitration and Mediation Service (WAMS) and request that a mediator be appointed. If the parties cannot agree on which of these services to use, one of them shall be selected at random. This requirement to mediate the dispute may only be waived by mutual written agreement before a party may proceed to litigation.~~
- ~~18.1 Jurisdiction and venue for any dispute arising out of this Agreement shall lie exclusively in the Superior Court of Snohomish County, Washington. Each party expressly waives the right to a jury trial.~~
- ~~19. **Non-Waiver.** No waiver of any act or omission, including but not limited to acceptance of payment by the Authority, shall operate as a waiver of any past or future default, or to deprive a party of its right to terminate this Agreement, or be construed to prevent a party from promptly exercising any other right or remedy it has under this Agreement.~~
- ~~20. **Notices.** Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing addressed to the other party at the addresses as follows:~~

~~South Snohomish County Fire & Rescue
Attention: Fire Chief
12425 Meridian Ave.
Everett, WA 98208~~

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City of Mill Creek

Attention: City Manager

15728 Main Street

Mill Creek WA 98012

~~or such address as may have been specified by notifying the other party of the change of address. Notice shall be deemed served on the date of actual delivery or the first attempted delivery as shown on the return receipt if mailed with the United States Postal Service by certified mail, return receipt requested.~~

21. ~~**Drafting.** Each party has fully participated in the drafting of this Agreement. Therefore, this Agreement shall be construed according to its fair meaning without regard to which party drafted a particular provision.~~
22. ~~**Survival.** All obligations of either party as provided for in this Agreement shall not cease upon the termination of this Agreement and shall continue as obligations until fully performed. All clauses of this Agreement which require performance beyond the termination date shall survive the termination date of this Agreement.~~
23. ~~**Entire Agreement.** This Agreement contains all of the understandings between the parties. Each party represents that no promises, representations or commitments have been made by the other as a basis for this Agreement which have not been reduced to writing herein. No oral promises or representations shall be binding upon either party, whether made in the past or to be made in the future, unless such promises or representations are reduced to writing in the form of a modification to this Agreement executed with all necessary legal formalities by the legislative authorities of each party.~~
24. ~~**Amendments.** This Agreement may only be amended or modified by a written agreement approved and authorized by the legislative authorities of each party.~~

Signatures on Following Page

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**~~SOUTH SNOHOMISH COUNTY FIRE &
RESCUE REGIONAL FIRE AUTHORITY~~**

By: Greg Urban
Its: Chair

By: Chris Teofilak
Its: Vice Chair

By: David Chan
Its: Commissioner

By: Jim Kenny
Its: Commissioner

By: Mark Laurence
Its: Commissioner

By: Bob Meador
Its: Commissioner

~~CITY OF MILL CREEK~~

By: Martin Yamamoto
Its: Interim City Manager

ATTEST:

By: Melissa Blankenship
Its: Executive Assistant

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EXHIBIT A LIST OF SERVICES

I-- PLAN REVIEW AND INSPECTION SERVICES:

The Authority will provide Plan Review and Inspection Services for the City within the City's boundaries, as those boundaries may be adjusted in the future. The description of Plan Review and Inspection Services in this **Exhibit A** is intended to provide an overview of the Services that were previously provided by the City's Fire Department. The Services should be construed broadly so that the Authority will continue seamlessly providing all services previously provided by the City's Fire Marshal's Office. Plan Review Services include, but are not limited to, administration and enforcement of applicable fire codes and prevention standards ("Code or Codes"), including LMC MCMC Title 915 as that section may be amended or recodified by the City.

The Authority shall provide in consultation with the City the following Plan Review and Inspection Services:

- A. Direct the management and supervision of personnel performing the Services.
- B. Administer plan review programs and activities to include plan review, construction inspections, Code compliance and enforcement, and provide recommendations regarding the development and maintenance of Fire Codes and Standards. Consult with City on interpretation of Codes as necessary to perform the Services.
- C. Coordinate with the City to process development plans and code-related permit application packages in a timely manner consistent with City established customer service goals and applicable laws agreed to by the Authority upon annual contract review and approval. The City and Authority shall coordinate expedited review of plans and code-related permit applications as needed by the City. Services may be undertaken by a third party or overtime as mutually agreed to by the Authority and City, as needed to meet the timeliness and/or expertise required by the City.
- D. Perform all other administrative tasks necessary to support Plan Review and Inspection Services for the City.
- E. Coordinate with the City the scheduling and conducting of new construction / tenant improvement inspections for fire code compliance.
- F. Review Special Event applications/sites for fire code compliance.
- G. Assist and advise the City in its research of properties, systems and code requirements for potential projects and existing buildings.
- H. Participate in the Land Use Planning process to ensure code compliance.
- I. Coordinate with City the provision of development program services to include pre-construction meetings, pre-development meetings, inspections, inspecting fire protection systems, final acceptance tests, field review of fire related permits, coordination with the Building Services Division for the issuance of Certificates of Occupancy.

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~~II – FIRE CODE ENFORCEMENT:~~

~~The Authority shall provide the following Fire Prevention Code Enforcement Services in Mill Creek city boundaries:~~

- ~~A. Perform inspections required or authorized by the Code.~~
- ~~B. Investigate and resolve Code violation complaints or inquiries.~~
- ~~C. Perform all Code enforcement duties of the Fire Marshal, Fire Code Official, and/or Fire Chief as provided in the Code. If the parties mutually agree, the City may provide employees of the Authority with a limited law enforcement commission to enforce portions of the Code that require such commission (e.g. issuance of infractions for fire lane parking or fireworks enforcement). The parties acknowledge that the Authority, by statute, has no duty to enforce any provisions of the code or to enforce ordinances of the City except under the terms of this interlocal Agreement and the RFA Plan. Any duty the Authority does have to enforce the Code is not intended to benefit any specific members of the public. The City agrees that all court costs and other legal costs incurred in the judicial enforcement of the Code within the City limits shall be paid by the City and shall not be considered an operating expense of the Authority.~~
- ~~D. Coordinate with the City when enforcement efforts are contested and when the City is undertaking related non-fire code enforcement efforts.~~
- ~~E. Coordinate with the City on post-disaster building and system inspections and/or evaluations.~~
- ~~F. Approve and/or Review fire safety, emergency evacuation, lockdown, shelter-in-place, and hazardous materials management plans.~~
- ~~G. Perform all other tasks related to providing the above Fire Prevention Code Enforcement Services.~~
- ~~H. Manage the Fire Department Emergency Access program.~~
- ~~I. Provide fire protection system confidence test program activities to include evaluation of confidence tests provided by third parties, issuance of correction notices and/or notices of violation.~~
- ~~J. Manage a Fire Company Inspection Program and coordinate with the City the follow-up on code enforcement violations that are identified. The parties shall meet and confer regarding the number of inspections to be achieved on an annualized basis.~~
- ~~K. Assist and Support Fire Operation Division in responses to Fire Alarm, Fire Sprinkler and associated fire protection feature alarms.~~
- ~~L. Faulty systems reporting~~
- ~~M. Process Fire Code complaints or inquiries from the public to include data entry, file creation, and routing of information.~~
- ~~N. The parties shall coordinate the Process Special Event applications for Safety Provisions and Fire Code Compliance within the timeline for the corresponding City review.~~
- ~~O. Process Business License Applications, including inspections for Fire Code Compliance.~~

~~III – FIRE INVESTIGATION SERVICES:~~

~~The Authority shall perform Fire Investigation Services that include but are not limited to:~~

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- ~~A. Investigate the cause and origin of fires, interview suspects and witnesses, examine fire scenes, document findings and prepare reports, protect evidence, cooperate with prosecutors and law enforcement, be available for interviews and courtroom testimony, and other associated duties.~~
- ~~B. Investigate all fires that are arson, suspicious, injurious, and fires with a loss of twenty thousand dollars (\$20,000) or more if cause cannot be determined by on-scene personnel.~~
- ~~C. Coordinate arson investigation activities with the Mill Creek Police Department as necessary.~~
- ~~D. Respond to all working fires when requested during working hours and all working fires after hours if available.~~
- ~~E. Participate in regional and state fire investigative organizations and activities.~~
- ~~F. Perform all other tasks related to Fire Investigation Services.~~

Evidence Retention

~~All evidence gathered during the criminal investigation of a fire or other event for which Fire Investigative Services are provided shall be collected by the assigned fire investigator and maintained by the evidence custodians of the City's Police Department pursuant to the policies and procedures for the maintenance of evidence set forth by the City's Police department.~~

Cooperation in Criminal Investigations

~~The Parties will cooperate and keep each other informed as to the status of all fires in the City that occur because of suspected or confirmed criminal conduct by providing status reports of investigations as the investigations evolve. This obligation shall not be construed to require the disclosure of information if disclosure could jeopardize a criminal investigation.~~

IV – GENERAL FIRE PREVENTION MANAGEMENT:

- ~~A. Direct the management and supervision of personnel assigned to the Fire Prevention Division.~~
- ~~B. Maintain records in accordance with state-approved retention schedules and fulfill public record requests in accordance with City requirement.~~
- ~~C. Recommend and prepare updates to the Code for consideration by the City, including but not limited to state mandated updates to the International Fire Code.~~
- ~~D. Perform all other administrative tasks necessary to support the Fire Prevention Division Services for the City, including all administrative tasks designated by the Code as the responsibility of the Fire Chief, Fire Marshal, and/or Fire Code Official.~~

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EXHIBIT B

~~20__ Fire Marshal Service Contract Estimate~~

Labor	\$ _____
M&O/Administration	\$ _____
Capital	\$ _____
Total Cost	\$ _____

~~Note 1: Labor costs are based on _____ (insert date) Authority salary and benefit rates.~~

~~Note 2: In accordance with 7.1.1, if a new collective bargaining agreement (CBA) between the Authority and the IAFF Local which represents the Authority's employees has not been finalized by September 1 of the final year of the then-effective CBA, the Personnel costs and the Overhead Costs for the ensuing year shall be adjusted following execution of the new CBA and shall be retroactive to January 1 of the Adjustment Year. For purposes of this paragraph, the term "Adjustment Year" means the year in which a new CBA is effective between the Authority and the local chapter of the IAFF. When a new CBA has retroactive effect, the Adjustment Year shall be the date to which the CBA is retroactively applied. For example, if a CBA expires on December 31, 2022 and a new CBA is executed on December 1, 2024 but made retroactive to January 1, 2023, the Adjustment Year would be 2023.~~

~~Note 3: M&O/Administration costs are related to human resources, accounting, payroll services, fleet maintenance, uniforms, radios, field technology, etc.~~

~~Note 4: Capital costs are related to fleet management for inspector vehicles on an 8-year replacement schedule and will increase 3% annually.~~

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2021 ADOPTED BOARD PRIORITIES 3/2/2021 (Alphabetical Order)	
1.	Bring Brier and Mountlake Terrace into the RFA
2.	Capital Facilities Plan
3.	Emergency Management Preparedness, COVID Pandemic Response
4.	Funding Sources (e.g. Capital Bond Levy, Excess Levy, Fire Benefit Charge, Levy Lid Lift)
5.	Negotiation of Next Labor Contracts
OTHER PRIORITIES (Alphabetical Order)	
	Board Meeting Room Technology
	Board Retreat
	Bring Everett into the RFA
	Bring Mill Creek into the RFA
	Commissioner Re-districting – Census data
	Cost of Service Determination
	Diversity Training
	EMS - Paramedic School to address EMS Staffing shortages
	Finance Policies and Fiscal Administration/Balance Sheet and Funding Levels of Reserves
	Fireworks Ban messaging and enforcement
	Intergovernmental Relations - Solid plan to bring our contract cities into RFA (Bring Edmonds into the RFA)
	RFA Insurance Self-Insurance, Excess Liability Coverage
	Strategic Planning
	Technology and Security
	Volunteer Fire Fighters Support



TENTATIVE MEETING AND EVENTS SCHEDULE FOR SOUTH COUNTY FIRE BOARD OF COMMISSIONERS. THIS SCHEDULE IS SUBJECT TO CHANGE REGULARLY. PLEASE CONTACT THE EXECUTIVE ASSISTANT TO THE BOARD FOR THE MOST UPDATED INFORMATION AT 425-551-1251. Updated January 7, 2022

DATES TO REMEMBER		
February 22 (TENTATIVE)	Edmonds	Annual Report Presentation
March 22 (TENTATIVE)	Edmonds	Annual Joint Council/Board Meeting

2022 BOARD OF COMMISSIONERS TENTATIVE MEETING SCHEDULE	
January 4, Regular Meeting	Due December 29, 2021
<ul style="list-style-type: none"> Chair, Vice-Chair elections and committee appointments Commissioner Appointment Update Meeting Calendar Dates for Approval Capital Facilities Phase II Plan for Approval 	
January 11, Work Session	Due January 6, 2022
<ul style="list-style-type: none"> Benefit Charge Appeals Discussion Excess Liability Insurance Update Committee Assignments for Discussion WFCA Legislative Day Update Commissioner Appointment Update Priorities Exercise Discussion Calendar Additions City of Mill Creek Update Executive Session, Potential Litigation Pursuant to RCW 32.30.110(1)(i) 	
January 18, Regular Meeting	Due
<ul style="list-style-type: none"> Community Risk Reduction Week Resolution Excess Liability Insurance Update Salary Survey Community Resource Paramedic/Verdant Update Commissioner Appointment Update Executive Session – Collective Bargaining Pursuant to RCW 42.30.140(4) Legislative Update 	

February 1, Regular Meeting	Due
<ul style="list-style-type: none"> Legislative Update Fraud Prevention/Risk Reduction Update Fireworks for Discussion 	
February 8, Work Session	Due
<ul style="list-style-type: none"> Priorities Exercise 	
February 15, Regular Meeting	Due
<ul style="list-style-type: none"> Edmonds Annual Report Presentation Update Legislative Update 	
March 1, Regular Meeting	Due
<ul style="list-style-type: none"> Disability Awareness Resolution Edmonds Joint Meeting Update 	
March 8, Work Session	Due
<ul style="list-style-type: none"> 	
March 15, Regular Meeting	Due
<ul style="list-style-type: none"> Brier Annual Report Update MLT Annual Report Update 	
April 5, Regular Meeting	Due
<ul style="list-style-type: none"> National Volunteer Month Telecommunicators Recognition Resolution Brier Annual Report Update MLT Annual Report Update 	
April 12, Work Session	Due
<ul style="list-style-type: none"> Arson Awareness Week May 2-8 	
April 19, Regular Meeting	Due
<ul style="list-style-type: none"> 	
May 3, Regular Meeting	Due
<ul style="list-style-type: none"> National EMS Prevention Week Resolution Mental Health Awareness Month 	
May 10, Work Session	Due
<ul style="list-style-type: none"> 	
May 17, Regular Meeting	Due
<ul style="list-style-type: none"> 	
June 7, Regular Meeting	Due
<ul style="list-style-type: none"> Fireworks Resolution Budget Development Calendar 	
June 14, Regular Meeting	Due
<ul style="list-style-type: none"> 	
June 21, Work Session	Due
<ul style="list-style-type: none"> Disability Awareness Resolution 4th of July Plan Update 	
July 5, Regular Meeting	Due
<ul style="list-style-type: none"> 4th of July Update 	
July 12, Work Session	Due
<ul style="list-style-type: none"> 	
July 19, Regular Meeting	Due

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August 2, Regular Meeting	Due
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August 16, Regular Meeting	Due
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September 6, Regular Meeting	Due
• Budget Discussions	
September 13, Work Session	Due
• Budget Discussions	
September 20, Regular Meeting	Due
• Budget Discussions	
October 4, Regular Meeting	Due
• Fire Prevention Month Resolution	
• Budget Discussions	
October 11, Work Session	Due
• Edmonds Annual Report Presentation Update	
• Legislative Update	
• Budget Discussions	
October 18, Regular Meeting	Due
• Disability Awareness Resolution	
• Budget Discussions	
November 1, Regular Meeting	Due
• Budget Discussions	
November 8, Work Session	Due
• Budget Hearing	
November 15, Regular Meeting	Due
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December 6, Regular Meeting	Due
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December 13, Work Session	Due
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December 20, Regular Meeting	Due
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UPCOMING 2022 AGENDA ITEMS

January	Board Leadership Elections
January	Committee Appointments
January/February	Board Priorities Exercise
January	WFOA Legislative Day
January	Set Process for Benefit Charge Appeals
February	Annual Fraud Control Report from Finance
March	Disability Awareness Resolution
March/April	City Annual Reports
April	National Volunteer Month
April	Telecommunicators Recognition Resolution
May	Arson Awareness Week May 2-8
May	National EMS Prevention Week
May	Mental Health Awareness Month
May	Budget Development Calendar Release
June	Fireworks Resolution
September	Primary Budget Discussions
October	Fire Prevention Week
November	Budget Hearing, Adoption of Budget and Related Resolutions
Quarterly	Financial Dashboard Reports
TBD	Workshop(s)
TBD	Board Retreat